FEDERAL REGISTER

VOLUME 6 — NUMBER 187

Washington, Thursday, September 25, 1941

The President

GENERAL PULASKI'S MEMORIAL DAY

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS in this grave crisis, when our precious liberties are gravely menaced by the spread of conquest and tyranny abroad, we may gratefully recall the efforts and sacrifices of those who helped establish this as a free nation; and

WHEREAS on October 11, 1779, at the siege of Savannah, Count Casimir Pulaski, valiant representative of a people that has for centuries displayed magnificent independence of spirit, gallantly gave his life for the cause of American independence; and

WHEREAS, in this connection, the Congress has enacted Public Law 41, approved April 24, 1941, which provides as follows:

That the President of the United States of America is authorized to issue a proclamation calling upon officials of the Government to display the flag of the United States on all governmental buildings on October 11, 1941, and inviting the people of the United States to observe the day in schools and churches, or other suitable places, with appropriate ceremonies in commemoration of the death of General Casimir Pulaski.

NOW, THEREFORE, I, FRANKLIN D. ROOSEVELT, President of the United States of America, do hereby proclaim October 11, 1941, as General Pulaski's Memorial Day, and I call upon officials of the Government to display the flag of the United States on all Government buildings on that day. I also invite the people of the United States to observe the day in schools and churches, or other suitable places, with appropriate ceremonies in commemoration of General Pulaski's death.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the City of Washington this 22nd day of September, in the year of our Lord nineteen hundred and [SEAL] forty-one, and of the Independence of the United States of America the one hundred and sixty-sixth.

FRANKLIN D ROOSEVELT

By the President:

CORDELL HULL,
Secretary of State.

[No. 2512]

[F. R. Doc. 41-7123; Filed, September 24, 1941; 10:28 a. m.]

EXECUTIVE ORDER

TRANSFER OF LANDS FROM THE OUACHITA NATIONAL FOREST TO THE OZARK NATIONAL FOREST

ARKANSAS

By virtue of the authority vested in me by the act of June 4, 1897, 30 Stat. 11, 36 (U.S.C., title 16, sec. 473), and upon the recommendation of the Secretary of Agriculture, it is ordered that the following-described national-forest lands, in the State of Arkansas, be, and they are hereby, transferred from the Ouachita National Forest to the Ozark National Forest:

All lands of the Magazine Mountain Ranger District within the established boundaries of the Ouachita National Forest, Arkansas, as shown on the diagram made a part of Proclamation No. 2296 of August 30, 1938 (53 Stat., Pt. 3, 2465).

It is not intended by this order to give a national-forest status to any publicly-owned lands which have not heretofore had such status, or to remove any publicly-owned lands from a national-forest status.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
September 23, 1941.

[No. 8906]

[F. R. Doc. 41-7130; Filed, September 24, 1941; 10:41 a. m.]

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Published daily, except Sundays, Mondays, and days following legal holidays by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500), under regulations prescribed by the Administrative Committee, approved by the President.

The Administrative Committee consists of the Archivist or Acting Archivist, an officer of the Department of Justice designated by the Attorney General, and the Public Printer or Acting Public Printer.

The daily issue of the FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for $1.25 per month or $12.50 per year; single copies 10 cents each; payable in advance. Remit money order payable to the Superintendent of Documents directly to the Government Printing Office, Washington, D. C.

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Pursuant to the authority of section 3 of the Insecticide Act of 1910 (36 Stat. 331; 7 U.S.C. 127) we hereby make and publish the following rules and regulations for the enforcement of the Insecticide Act of 1910, to become effective on October 1, 1941.

These regulations shall supersede those previously promulgated and published as Part 180, Chapter I, Title 21, Code of Federal Regulations, which are hereby repealed.

DEFINITIONS

§ 161.1 *Meaning of words.* Words in the regulations in this part in the singular form shall be deemed to import the plural, and vice versa, as the case may demand.*

*§§ 161.1 to 161.20, inclusive, issued under the authority contained in sec. 3, 36 Stat. 331; 7 U.S.C. 127.

§ 161.2 *Terms defined.* For the purpose of the regulations in this part, unless the context otherwise requires, the following terms shall be construed, respectively, to mean:

(a) "Act" means the Insecticide Act of 1910 (36 Stat. 331; 7 U.S.C. 121–134).

(b) "Person" means an individual, corporation, partnership, or two or more persons having a joint or common interest.

(c) "Chief of Service" means the Chief or Acting Chief of Agricultural Marketing Service, United States Department of Agriculture.

(d) "Package" includes the carton, box, barrel, or other receptacle into which an insecticide or fungicide, paris green, or lead arsenate is placed for use, handling, removal, shipment, or conveyance; a single container of such article or articles or several containers packed together, including both the immediate container of the material and the box, carton, or other container (if any) in which it is enclosed or displayed.

(e) "Unbroken package and original unbroken package" means the original package delivered by the shipper to the carrier at the initial point of interstate shipment, and also the unit package as ordinarily displayed on the shelves of the retail dealer or distributor.

(f) "Label" includes any legend and descriptive matter or design printed, stenciled, stamped, seared, or impressed upon the article or its container or wrapper, and also includes any circular, pamphlet, or other descriptive matter packed with or accompanying the article at any time while such article is in interstate commerce, and such letters, circulars, pamphlets, and other descriptive matter to which reference is made, either on the label attached to the package or on the package itself, or any circular, pamphlet, or other descriptive matter accompanying the package in interstate commerce.

(g) "Insect" means any of the numerous small invertebrate animals generally having the body more or less obviously segmented, for the most part belonging to the class Insecta, comprising six-legged, usually winged forms, as, for example, beetles, bugs, bees, flies, and to other allied classes of arthropods whose members are wingless and usually have more than six legs, as, for example, spiders, mites, ticks, centipedes, and wood lice.

(h) "Fungi" means all nonchlorophyll-bearing plants of a lower order than mosses and liverworts (i. e., nonchlorophyll-bearing thallophytes), as, for example, rusts, smuts, mildews, molds, yeasts, and bacteria.

(i) "Official inspector" means any employee of the Agricultural Marketing Service or other authorized inspector or agent of the Department of Agriculture or of the Treasury Department.*

ADMINISTRATION

§ 161.3 *Authority.* The Chief of Service is charged with the administration of the provisions of the Act and the regulations in this part and is authorized to issue such instructions as he may deem proper and necessary.*

SAMPLES

§ 161.4 *Collection of samples.* Samples shall be collected only by official inspectors.*

§ 161.5 *Investigations.* Official inspectors shall make investigations to locate shipments of products which may be in violation of the law; visit manufacturers and distributors and, with their consent, obtain information concerning insecticides and fungicides marketed by such parties, and records of interstate shipments; consult shipping records, such as those kept by railroad, express, and trucking companies, and visit wholesale and retail establishments and other places to locate interstate shipments of insecticides and fungicides.*

§ 161.6 *Methods of examining samples.* The methods of examining samples shall be those adopted and published by the Association of Official Agricultural Chemists (where applicable), and such other methods as may be necessary to determine whether or not the product and its labeling are in compliance with the law. These methods may include chemical, microscopical, physical, and bacteriological methods, and tests in orchard, field, garden and greenhouse, on animals, in or about premises, in cages, in the laboratory, and in such other places as may be necessary.*

§ 161.7 *Hearings.* If, from the examination or analysis, a sample appears to be adulterated or misbranded within the meaning of the Act, notice in writing, setting forth the charges, shall be sent to the person who made, or offered to make, the shipment, and to any other interested person, giving him an opportunity to offer such explanation as he may desire, for consideration by the Department. Should any such person file, in addition to his reply in writing, a written request for an oral hearing, giving his reasons therefor, due consideration will be given to the question whether any useful purpose would be served by such a hearing.

No hearing will be granted prior to seizure action pursuant to section 10 of the Act.*

VIOLATIONS

§ 161.8 *Report of violations.* Requests for institution of prosecutions under sections 1 and 2 of the Act, and, where practicable, for proceedings under section 10 of the Act, will be made by the Secretary of Agriculture to the Attorney General. Where immediate action is necessary to secure the seizure of articles under section 10 and delay would result by reporting the facts to the Attorney General, the Secretary of Agriculture will communicate directly with the United States attorneys. In such cases, however, the Secretary of Agriculture will promptly furnish the Attorney General with a copy of the communication to the United States Attorney.*

§ 161.9 *Publication.* Publication shall be made of notices of judgment of the courts in cases arising under both the criminal sections (sections 1 and 2) and the seizure section (section 10) of the Act in the form of circulars, notices, or bulletins as the Chief of Service may direct.*

ABSTRACTION OF VALUABLE CONSTITUENTS

§ 161.10 *When wholly abstracted.* A valuable constituent will be considered as wholly abstracted from an article whenever the designation of the article imports its presence therein and the constituent has been wholly omitted therefrom, in the preparation of the article, or has been wholly removed from the completed article.*

§ 161.11 *When partly abstracted.* A valuable constituent will be considered as partly abstracted from an article whenever the designation of the article imports its presence therein and the constituent is not present in the usual or customary amount or in the amount indicated on the label.*

LABELING

§ 161.12 *Statements on label.* Statements on labels must conform to the following requirements:

(a) *To be in English language.* All words, statements, and other information required by the Act to appear on the label shall be in the English language.

(b) *Ingredient statement.* The ingredient statement, where required on the labels of insecticides and fungicides, shall: (1) be placed on that part of the label of each individual package or container (and also on the carton or outer container, if there is one) which is presented or displayed under customary conditions of purchase; (2) run parallel with other printed or reading matter on the label; (3) not be materially less conspicuous than any other word, statement, or information on the label; (4) be on a clear, contrasting background and not obscured by designs or vignettes, or crowded with other written, printed, or graphic matter; (5) give the specific names by which the ingredient is commonly known, other than a trade name or collective name, or, if it does not have such a name, its correct chemical name; (6) give equal prominence to the names of the ingredients where more than one is present; (7) give single values for the percentages of the ingredients and shall not use a sliding scale form of statement; and (8) show the term "Inert Ingredient" in type and position equally as conspicuous as the term "Active Ingredient" when both these terms are used.

(c) *Phenol coefficient statement.* If a label of a disinfectant bears a phenol coefficient statement it shall not be in a sliding scale form.

(d) *False and misleading statements.* The use of any false or misleading statement on any part of the label or labeling, given as the statement or opinion of an expert or other person or based on such statement or opinion, shall not be justified, nor may such statement be justified by any descriptive matter explaining the use of the false or misleading statement.

Any statement on the label or labeling, either directly or indirectly implying that the product is recommended or endorsed by any agency of the Federal Government, is considered misleading.*

§ 161.13 *When labels are required.* Whenever, by the terms of the Act, information is required to be on the label of an insecticide or fungicide, a label must be placed on the article or its container in order that the statement can be made. The omission of a label will not excuse the absence of the required statement.*

§ 161.14 *Name and address of manufacturer.*—(a) *True name and place.* The name of the manufacturer or producer or the place of manufacture need not be given upon the label, but, if given, it must be the true name and true place. The words "Packed for * * *," "Distributed by * * *," or some equivalent phrase, shall be added to the label in case the name which appears upon the label is not that of the actual manufacturer or producer.

(b) *When more than one place of manufacture.* When a person actually manufactures or produces an insecticide, fungicide, paris green, or lead arsenate in two or more places, the actual place of manufacture or production of each particular package need not be stated on the label except when, under the peculiar circumstances of the particular case, the mention of any such place to the exclusion of the others may mislead the public.

(c) *Geographical name.* The use of a geographical name on the label of an insecticide or fungicide will not be considered misbranding when, by reason of long usage, it has come to represent a generic term and indicates a style, type, or brand, or a specific substance rather than the place of manufacture, but in all such cases the place where any such article is manufactured or produced shall be stated on the principal label.*

GUARANTY

§ 161.15 *Guaranty against adulteration and misbranding.* The following provisions apply to the furnishing and use of the guaranty:

(a) *To dealer.* Any wholesaler, manufacturer, jobber, or other person residing in the United States may furnish to any person to whom he sells any insecticide, paris green, lead arsenate, or fungicide, a guaranty that such article is not adulterated or misbranded within the meaning of the Act.

(b) *Essential wording.* Each guaranty to afford protection shall be signed by, and shall contain the name and address of, the wholesaler, manufacturer, jobber, or other person residing in the United States who sold the article, and it shall be stated in the guaranty that such article or articles are not adulterated or misbranded within the meaning of the Act. The guaranty shall not appear on the labels or packages.

(c) *Holder not to be prosecuted.* No dealer in insecticides, paris greens, lead arsenates, or fungicides will be liable to prosecution if he can establish that the articles were sold under a guaranty given in compliance with the regulations in this part.*

IMPORTS

§ 161.16 *Declaration.* All invoices of insecticides, paris greens, lead arsenates, and fungicides imported into the United States shall be accompanied by a declaration of the shipper, made before a United States consular officer, as follows:

I, _____, the undersigned,
(Name in full)
do hereby declare that I am the _____
(Manufacturer
_____ of the merchandise herein men-
or shipper)
tioned, which consists of insecticides, paris greens, lead arsenates, or fungicides. None of this merchandise is falsely labeled in any respect, or dangerous to the health of the people of the United States, or forbidden entry into, or sale in, or restricted in sale in, the country in which it is made or from which it is exported. The merchandise was manufactured in _____, by
(Country)
_____, and is exported from
(Name of manufacturer)
_____ consigned to _____
(City) (City)
Dated at _____ this _____
day of _____, 19__.

_____
(Signature)

*

§ 161.17 *Notice of shipments for importation.* The collector of customs shall notify the Agricultural Marketing Service of the United States Department of Agriculture of all shipments of insecticides and fungicides being imported into the United States and shall detain all such shipments until notified by the Agricultural Marketing Service that the shipment may be released.*

§ 161.18 *Drawing of samples of import shipments.* The collector of customs shall, on request of the Agricultural Marketing Service of the United States Department of Agriculture, draw samples of import shipments of insecticides and fungicides and deliver them together with a copy of the labeling and all accompanying circulars and advertising matter pertaining to the goods to the designated laboratory of the Agricultural Marketing Service.*

§ 161.19 *Bond for release of imports pending examination.* Consignments of insecticides, paris greens, lead arsenates, or fungicides, offered for importation into the United States may be detained pending examination to determine whether they are adulterated or misbranded, or they may be released to the consignee prior to such examination upon the execution on the appropriate form of a customs single-entry or term bond in such amount as is prescribed for such bonds in the customs regulations in force on the date of entry and containing a condition for the redelivery of the merchandise or any part thereof upon demand of the collector of customs at any time. The bond shall be filed with the collector of customs, who, in case of default, shall take appropriate action to effect the collection of liquidated damages as provided for in the bond.*

§ 161.20 *Procedure after examination.* (a) If, upon examination or analysis of a sample from an import consignment of insecticides, paris greens, lead arsenates, or fungicides, (1) it is found not to be adulterated or misbranded, the Agricultural Marketing Service shall notify the collector of customs that the shipment may be released; (2) but if the consignment is found to be adulterated or misbranded the owner or consignee shall be promptly notified by the Agricultural Marketing Service of the nature of the charge in order that he may be given an opportunity to show cause why the shipment should not be destroyed or refused entry.

(b) A reasonable time will be allowed the owner or consignee to submit evidence for consideration in connection with charges of adulteration or misbranding.

(c) If, after consideration of all of the evidence in the case, it still appears that the consignment may not be lawfully admitted into the United States, the Agricultural Marketing Service shall notify the collector of customs that the product is adulterated or misbranded under the Act and the Secretary of the Treasury (1) shall refuse delivery to the consignee and, under such regulations as the Secretary of the Treasury may prescribe, shall cause the destruction of any goods not exported by the consignee within three months from the date of notice of such refusal of entry, or (2) if the shipment has been released to the consignee on bond, action will be taken to enforce the terms of the bond.

Done at Washington, D. C., this 23d day of September 1941.

Witness my hand and seal of the Treasury Department.

HERBERT E. GASTON,
Acting Secretary of the Treasury.

Witness my hand and seal of the Department of Agriculture.

[SEAL] GROVER B. HILL,
Acting Secretary of Agriculture.

Witness my hand and seal of the Department of Commerce.

WAYNE C. TAYLOR,
Acting Secretary of Commerce.

[F. R. Doc. 41-7136; Filed, September 24, 1941; 11:12 a. m.]

CHAPTER VII—AGRICULTURAL ADJUSTMENT ADMINISTRATION

[ACP-1940-14]

PART 701—NATIONAL AGRICULTURAL CONSERVATION PROGRAM

SUBPART B—1940

Pursuant to the authority vested in the Secretary of Agriculture under sections 7 to 17, inclusive, of the Soil Conservation and Domestic Allotment Act, as amended, the 1940 Agricultural Conservation Program,[1] as amended, is hereby further amended as follows:

Section 701.101 (f) (6) is hereby amended to read as follows:

§ 701.101 *Allotments, yields, productivity indexes, payments, and deductions.*

* * * * *

(f) *Tobacco.*

* * * * *

(6) *Deduction.* 8 cents per pound of the normal yield for the farm for each acre of tobacco harvested in excess of the applicable tobacco acreage allotment: *Provided,* That if an official notice of such excess tobacco acreage was not received by the farm operator prior to the completion of the harvesting of tobacco on the farm and such farm operator, with the approval of the county committee and the State committee, destroyed an amount of representative tobacco equivalent to the entire production of the excess acreage, such excess acreage will not be considered to have been harvested.

Section 701.101 (h) (10) (ii) is hereby amended to read as follows:

(h) *Wheat.*

* * * * *

(10) *Deduction.*

* * * * *

(ii) (Non-wheat-allotment farms) 50 cents per bushel of the normal yield for the farm for each acre of wheat harvested for grain or for any other purpose after reaching maturity in excess of its wheat acreage allotment or 10 acres, whichever is larger, in Area A; in excess of the usual acreage of wheat for the farm or 10 acres, whichever is larger, in Area B of the Western Region and in Area C; and in excess of the largest of (a) the usual acreage of wheat for the farm, (b) 10 acres, or (c) if no wheat is marketed from the farm, 3 acres per family on the farm in Area 3 of the East Central and Southern Regions.

Section 701.111 (b) is hereby amended by changing the period at the end of the first sentence thereof to a comma and adding the following:

§ 701.111 *Application for payment.*

* * * * *

(b) *Time and manner of filing application and information required.* * * * except that applications for tenants and sharecroppers covering cropland owned by the United States may be submitted through the county office not later than December 31, 1941.

Section 701.115 (c) is hereby amended to read as follows:

§ 701.115 *Authority, availability of funds, and applicability.*

* * * * *

(c) *Applicability.* The provisions of the 1940 program contained herein, except § 701.108, are not applicable to (1) Hawaii, Puerto Rico, and Alaska;

[1] 4 F.R. 3865.

(2) counties for which special agricultural conservation programs under said Act are approved for 1940 by the Secretary; and (3) public domain of the United States, including land other than cropland owned by the United States and administered under the Taylor Grazing Act or by the Forest Service of the United States Department of Agriculture, and lands other than cropland in which the beneficial ownership is in the United States.

Done at Washington, D. C., this 23rd day of September, 1941. Witness my hand and the seal of the Department of Agriculture.

[SEAL] GROVER B. HILL,
Assistant Secretary of Agriculture.

[F. R. Doc. 41-7138; Filed, September 24, 1941; 11:12 a. m.]

[ACP-1941-11]

PART 701—NATIONAL AGRICULTURAL CONSERVATION PROGRAM

SUBPART C—1941

Pursuant to the authority vested in the Secretary of Agriculture under Sections 7 to 17, inclusive, of the Soil Conservation and Domestic Allotment Act (49 Stat. 1148), as amended, the 1941 Agricultural Conservation Program[1] is amended as follows:

Section 701.201 (c) (8) is hereby amended to read as follows:

§ 701.201 *Allotments, yields, productivity indexes, payments, and deductions.*

* * * * *

(c) *Peanuts.*

* * * * *

(8) *Deduction.* $30.00 per ton of the normal yield for the farm for each acre of peanuts for market in excess of its peanut acreage allotment less the acreage, if any, by which the farm cotton acreage allotment (or an erroneously issued cotton allotment when such allotment is used for determining performance in accordance with § 701.210 (g)) exceeds the acreage planted to cotton on the farm, but not to exceed the maximum peanut payment computed for the farm unless the county committee with the approval of the State committee or the State committee determines that peanuts grown on an acreage in excess of the peanut acreage allotment were marketed for purposes other than crushing for oil: *Provided,* That nothing in this subparagraph shall be construed as reducing the acreage of excess peanuts upon which deduction is computed even though the amount of the deduction is reduced to the maximum computed peanut payment: *Provided further,* That no deduction will be made if the acreage of peanuts for market on the farm is one acre or less.

Section 701.209 is hereby amended by adding the following at the end thereof:

§ 701.209 *Conservation materials.*

* * * * *

Such materials or services will be furnished to the producer by the Agricultural Adjustment Administration either directly or through the medium of a purchase order executed on a form prescribed by the Agricultural Adjustment Administration. Payment based on the purchase order will be made, in advance of determination of performance by the producer, to the vendor who, in filling the purchase order, furnished to the producer the approved conservation material or service, in accordance with such instructions and specifications issued by the Agricultural Adjustment Administration as are necessary to carry out this section, at not to exceed a fair price fixed in accordance with regulations prescribed by the Secretary. In the case of seed of Austrian winter peas and vetches, such fair price shall be fixed in accordance with the following regulation hereby prescribed by the Secretary.

The maximum prices which will be paid per hundredweight on seeds furnished in burlap bags under purchase orders will be as follows, and for seeds furnished in new cotton bags an additional 10 cents per bag:

	Plus transportation[1]
Austrian winter peas	$3.80
Common vetch	3.80
Willamette vetch	5.30
Hairy vetch	8.15

[1] Transportation allowed will be commercial freight rates from Oregon to county where sold to farmers under purchase order, basis 60,000 pound carloads. The sum stated above, plus the transportation based on commercial railway freight rates, constitutes the maximum price regardless of the actual method of shipment.

The maximum prices set forth above are for seeds of the following germination and purity standards, and lower grades will not be accepted on purchase orders unless the bag labels show that the seeds met those standards when they were tested in the producing area:

Austrian winter peas. Germination—90 percent or better (live seed, including hard seed); purity—98 percent or better.

Common vetch. Germination—90 percent or better (live seed, including hard seed); purity—95 percent or better common vetch, 98 percent or better all vetches.

Willamette vetch. Germination—90 percent or better (live seed, including hard seed); purity—95 percent or better Willamette vetch, 98 percent or better all vetches.

Hairy vetch. Germination—90 percent or better (live seed, including hard seed); purity—95 percent or better hairy vetch, 98 percent or better all vetches.

If laboratory tests required by the Agricultural Adjustment Administration show the seeds to be below the minimum standards of germination or purity set out above, deductions will be made on the following basis from the payments which would otherwise have been made to the vendors:

For a deficiency of 5 percent or less. 5 cents per hundredweight on peas, common vetch, and Willamette vetch, and 10 cents per hundredweight on hairy vetch, for each 1 percent deficiency in germination or purity. (Example: Test on peas shows germination 89 percent, purity 97 percent; deduction would be 10 cents per hundredweight.)

For any deficiency in excess of 5 percent. 10 cents per hundredweight on peas, common vetch, and Willamette vetch and 20 percent per hundredweight on hairy vetch, for each 1 percent of germination or purity. (Example: Test on peas shows germination 84 percent, purity 92 percent; deduction would be 70 cents per hundredweight.)

Section 701.215 (c) is hereby amended to read as follows:

§ 701.215 *Authority, availability of funds, and applicability.*

* * * * *

(c) *Applicability.* The provisions of the 1941 program contained herein, except Sec. 701.206, are not applicable to (1) Hawaii, Puerto Rico, and Alaska; (2) counties for which special agricultural conservation programs under said Act are approved for 1941 by the Secretary; (3) any department or bureau of the United States Government and any corporation wholly owned by the United States; and (4) lands other than cropland owned by the United States which were acquired or reserved for conservation purposes or which are to be retained permanently under Government ownership. Lands other than cropland under (4) above include, but are not limited to, lands owned by the United States which are administered by the Forest Service or the Soil Conservation Service of the United States Department of Agriculture, or by the Division of Grazing or the Bureau of Biological Survey of the United States Department of the Interior.

The program is applicable to lands owned by corporations which are only partly owned by the United States, such as Federal Land Banks and Production Credit Associations.

The program is also applicable to land owned by the United States or by corporations wholly owned by the United States which is farmed by private persons if such land is to be temporarily under such Government or corporation ownership and was not acquired or reserved for conservation purposes. Such land shall include only that administered by the Farm Security Administration, the Reconstruction Finance Corporation, the Home Owners' Loan Corporation, or the Federal Farm Mortgage Corporation, unless the Agricultural Adjustment Administration finds that land administered by other agencies complies with all of the foregoing provisions for eligibility.

Done at Washington, D. C., this 23rd day of September 1941. Witness my hand and the seal of the Department of Agriculture.

[SEAL] GROVER B. HILL,
Assistant Secretary of Agriculture.

[F. R. Doc. 41-7137; Filed, September 24, 1941; 11:12 a. m.]

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[1] 5 F.R. 2951.

TITLE 10—ARMY: WAR DEPARTMENT

CHAPTER III—CLAIMS AND ACCOUNTS

PART 36—CLAIMS AGAINST THE UNITED STATES [1]

EXPENSES OF ARREST AND RETURN TO MILITARY CONTROL OF ENLISTED MEN ABSENT WITHOUT LEAVE, DESERTERS, AND ESCAPED MILITARY PRISONERS

§ 36.30 *Arrest and detention of deserters and escaped military prisoners, and their return to military control*—(a) *Authority*—(1) *Of civil officers with respect to deserters.* It shall be lawful for any civil officer having authority under the laws of the United States, or of any State, Territory, District, or possession of the United States, to arrest offenders, summarily to arrest a deserter from the military service of the United States and deliver him into the custody of the military authorities of the United States. A. W. 106.

(2) *Of civilians with respect to deserters.* The statute conferring authority upon civil officers to apprehend and deliver deserters should not be construed as taking away the authority for their apprehension by a citizen under an order or direction of a military officer, but the legislation should be treated as providing an additional means of securing the arrest of deserters by conferring authority upon civil officers to apprehend them without military orders—leaving the former method still legal. Under this view, the arrest of a deserter by a citizen is legal if made pursuant to the order or request of proper authority, but not otherwise. Dig. Op. JAG, 1912, p. 401, par. III F.

(3) *Of civil officers or other civilians with respect to escaped military prisoners.* The provisions of the annual appropriation acts making an appropriation for the apprehension, securing, and delivery "of deserters, including escaped military prisoners" and the mention therein of payment "to any civil officer or citizen for such services" give civil officers and other civilians the same authority to arrest escaped military prisoners as they have to arrest deserters.

(b) *Procedure*—(1) *Inquiry.* Unless he has already received official information to that effect, a civilian who intends to arrest or who has arrested an alleged deserter or escaped military prisoner should at once communicate (preferably by telegraph) with the commanding officer of the post from which the alleged deserter is supposed to have deserted, or the prisoner to have escaped, stating that he intends to arrest or has arrested a certain person as a deserter or escaped military prisoner, whose name, grade, and organization (so far as known) he gives in his message, and inquiring whether that person is in fact a deserter or escaped military prisoner. If a civil officer or other civilian returns a person held by him to military control without receipt of official information as to his status, he runs the risk of receiving no payment for his services if the person held turns out to be one with respect to whom such payment may not properly be made.

(2) *Return to military control.* Upon receipt of official information that a person in his custody is a deserter liable to trial or an escaped military prisoner, the person holding such an offender (unless requested to detain him awaiting the arrival of a guard) should return him to the nearest military post. (R.S. 161; 5 U.S.C. 22; 47 Stat. 1575; 10 U.S.C. 1431) [Par. 24, AR 615–300, Aug. 14, 1940, as amended by C–1, Sept. 16, 1941]

§ 36.31 *Definitions*—(a) *Deserter.* A person who has deserted from a lawful enlistment, call, or draft, in or to the Army of the United States; whose trial is not barred by the thirty-ninth article of war; who has not been acquitted or convicted of such desertion, or pardoned; who has not been discharged from the enlistment, call, or draft from which he deserted; and who has not been dishonorably discharged from a subsequent enlistment, call, or draft.

(b) *Military prisoner.* A garrison prisoner, whether detained, arraigned, or sentenced; or a general prisoner.

(c) *Military post.* A military post, camp, or station at which facilities exist for the reception and custody of prisoners. It excludes troops in campaign, maneuvers, or on the march, unless the commanding officer of such troops thinks proper to receive a deserter or escaped military prisoner. It also excludes recruiting offices.*† [Par. 2]

*§ 36.31 to 36.35 issued under authority contained in 47 Stat. 1575; 10 U.S.C. 1431.

†The regulations in §§ 36.31 to 36.35 are also contained in AR 35–2620, Sept. 16, 1941. The particular paragraphs are shown in brackets at the end of sections.

§ 36.32 *Expenses of return of enlisted men absent without leave.* No payment of any kind will be made to a civil officer or other civilian for the apprehension, detention, or delivery of an enlisted man absent without leave, but the commanding officer of a post may in his discretion send a guard of a Government vehicle, or both, to a nearby point to return an enlisted man absent without leave to military control, or in his discretion and upon the request of the absentee may send him a transportation request for his return to the nearest military post.*† [Par. 3]

§ 36.33 *Payment for arrest and delivery of deserters and escaped military prisoners*—(a) *Services for which payment will be made*—(1) *Arrest.* Fifteen dollars will be paid to the civil officer or other person arresting a deserter (other than a Philippine Scout) or an escaped military prisoner (other than one who was a Philippine Scout immediately before becoming a prisoner) and turning him over to a guard sent for him. For the same services with respect to a deserter from the Philippine Scouts or an escaped military prisoner who immediately before becoming such was a Philippine Scout, $10 will be paid.

(2) *Arrest and delivery.* Twenty-five dollars will be paid to the civil officer or other person arresting a deserter (other than a Philippine Scout) or an escaped military prisoner (other than one who was a Philippine Scout immediately before becoming a prisoner) and delivering him at a military post. For the same services with respect to a deserter from the Philippine Scouts or an escaped military prisoner who immediately before becoming such was a Philippine Scout, $15 will be paid.

(b) *To whom paid.* The payment mentioned in subparagraph (1) or (2) of paragraph (a) of this section, as the case may be, will be made to the person or persons actually making the arrest of a deserter or an escaped military prisoner and the turnover or delivery of the person arrested. If two or more persons join in performing these services payment may be made to them jointly. Payment will be made whether the deserter or escaped military prisoner surrenders or is apprehended. Payment will not be made merely for information leading to an arrest, or for an arrest not followed by the return of the person arrested to military control.

(c) *By whom paid.* The payments mentioned in paragraph (a) of this section will be made by disbursing officers of the Finance Department, and will be in full satisfaction of all expenses of arresting, keeping, and delivering the deserter or escaped military prisoner.

(d) *Government officers and employees.* Officers and employees of the United States Government (as distinguished from those of a State, county, or city) may not legally be paid the payments mentioned in paragraph (a) of this section; but reimbursement may be made to them or to the department in which they are employed of actual expenses of arrest, detention, and return to military control of deserters liable to trial and of escaped military prisoners, not exceeding $25 in each case.*† [Par. 4]

§ 36.34 *Surrender on advice of attorney.* When an escaped military prisoner surrenders himself to military authorities upon advice of his attorney, the attorney is not entitled to reward offered for apprehension of such escaped military prisoner, his claim for such reward being incompatible with his duty to his client.*† [Par. 5]

§ 36.35 *Detective agencies.* The act of March 3, 1893 (27 Stat. 591; 5 U.S.C. 53; M.L., 1939, sec. 643), provides

> That hereafter no employee of the Pinkerton Detective Agency, or similar agency, shall be employed in any Government service or by any officer of the District of Columbia.

A detective agency could not legally be employed to apprehend and deliver an escaped military prisoner so as to obligate the Government to pay therefor, but information having come to the agency that a certain person was an escaped military prisoner, the reimbursement of

[1] §§ 36.30 to 36.33 are superseded and §§ 36.34 and 36.35 are added.

the actual expenses not exceeding $25 incurred in delivering him from the place found into the hands of the Army officers at the nearest post is not considered an "employment" within the prohibition of the act of March 3, 1893. See MS Comp. Gen., AD 7112, October 21, 1922.*† [Par. 6]

[SEAL] E. S. ADAMS,
Major General,
The Adjutant General.

[F. R. Doc. 41-7127; Filed, September 24, 1941; 9:57 a. m.]

TITLE 16—COMMERCIAL PRACTICES

CHAPTER I—FEDERAL TRADE COMMISSION

[Docket No. 3856]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF POSITIVE PRODUCTS COMPANY, ETC.

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.6 (y) *Advertising falsely or misleadingly—Safety:* § 3.71 (e) *Neglecting, unfairly or deceptively, to make material disclosure—Safety.* Disseminating, etc., in connection with offer, etc., of respondent's medicinal preparations designated as "Triple X Relief Compound" and "Perio Pills", the latter also being known as "Reliable Perio Compound" and as "Perio Relief Compound", or any other substantially similar medicinal preparations, any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of said preparations, which advertisements represent, directly or by implication, that said preparations constitute competent or effective remedies or treatments for delayed menstruation, or that they are harmless or safe for use; or which advertisements fail to reveal that the use of said preparations may cause gastro-intestinal disturbances and severe toxic and circulatory conditions, and in the case of pregnancy, may produce violent poisonous effects upon the system; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Positive Products Company, etc., Docket 3856, September 17, 1941]

In the Matter of Earl Aronberg, an Individual Trading as Positive Products Company and Rex Products Company

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 17th day of September, A. D. 1941.

This proceeding having been heard[1] by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent, testimony and other evidence taken before trial examiners of the Commission theretofore duly designated by it, in support of and in opposition to the allegations of the complaint, report of the trial examiners upon the evidence and the exceptions thereto, briefs in support of and in opposition to the complaint, and oral argument; and the Commission having made its findings as to the facts and its conclusion that the respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Earl Aronberg, individually and trading as Positive Products Company and as Rex Products Company, or trading under any other name, his representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of his medicinal preparations designated as "Triple X Relief Compound" and "Perio Pills", the latter being known also as "Reliable Perio Compound" and as "Perio Relief Compound", or any preparations of substantially similar composition or possessing substantially similar properties, whether sold under the same names or under any other names, do forthwith cease and desist from directly or indirectly:

1. Disseminating or causing to be disseminated any advertisement (a) by means of the United States mails or (b) by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or by implication, that said preparations constitute competent or effective remedies or treatments for delayed menstruation; that said preparations are harmless or safe for use; or which advertisement fails to reveal that the use of said preparations may cause gastro-intestinal disturbances and severe toxic and circulatory conditions, and in the case of pregnancy, may produce violent poisonous effects upon the system;

2. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of said preparations, which advertisement contains any of the representations prohibited in paragraph 1 hereof, or which fails to reveal that the use of said preparations may cause gastrointestinal disturbances and severe toxic and circulatory conditions, and in the case of pregnancy, may produce violent poisonous effects upon the system.

It is further ordered, That the respondent shall, within ten (10) days after service upon him of this order, file with the Commission an interim report in writing, stating whether he intends to comply with this order and, if so, the manner and form in which he intends to comply; and that within sixty (60) days after service upon him of this order, said respondent shall file with the Commission a report in writing, setting forth in detail the manner and form in which he has complied with this order.

By the Commission.

[SEAL] JOE L. EVINS,
Acting Secretary.

[F. R. Doc. 41-7139; Filed, September 24, 1941; 11:30 a. m.]

[Docket No. 4212]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF BRABANT NEEDLE COMPANY, INC.

§ 3.6 (a) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Producer status of dealer or seller—Manufacturer.* In connection with offer, etc., in commerce, of needles, needle threaders or other products, and among other things, as in order set forth, representing or implying that respondent owns, controls or operates a factory in which the needles which it offers for sale, sells and distributes are made, or representing or implying in any manner that needles or other products not manufactured by respondent are manufactured by it, prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Brabant Needle Company, Inc., Docket 4212, September 17, 1941]

§ 3.69 (b) *Misrepresenting oneself and goods—Goods—Source or origin—Place—Imported product or parts as domestic:* § 3.71 (b) *Neglecting, unfairly or deceptively, to make material disclosure—Imported product or parts as domestic.* In connection with offer, etc., in commerce, of needles, needle threaders or other products, and among other things, as in order set forth, concealing, erasing or removing from imported needles, needle threaders or other products the legend "Germany", "Made in Germany", or other marking showing the country of origin of such products, prohibited; subject to the provision, however, that this shall not prevent such concealment, erasure or removal of the markings showing the country of origin of such products as is reasonably necessary in the packaging, assembling or other handling of such products, if the respondent affirmatively and clearly discloses on or in immediate connection with such products their German or other foreign origin. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Brabant Needle Company, Inc., Docket 4212, September 17, 1941]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 17th day of September, A. D. 1941.

This proceeding having been heard[1] by the Federal Trade Commission upon the

[1] 4 F.R. 4953.

[1] 5 F.R. 4101.

complaint of the Commission, the answer of respondent, testimony and other evidence taken in support of the allegations of said complaint and in opposition thereto, before an examiner of the Commission theretofore duly designated by it, brief filed in support of the complaint (no brief having been filed by respondent and oral argument not having been requested), and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That respondent, The Brabant Needle Company, Inc., a corporation, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the sale and distribution of needles, needle threaders, or other products in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing or implying that respondent owns, controls or operates a factory in which the needles which it offers for sale, sells and distributes are made, or representing or implying in any manner that needles or other products not manufactured by respondent are manufactured by it.

2. Concealing, erasing or removing from imported needles, needle threaders or other products the legend "Germany", "Made in Germany", or other marking showing the country of origin of such products: *Provided, however,* That this shall not prevent such concealment, erasure or removal of the markings showing the country of origin of such products as is reasonably necessary in the packaging, assembling or other handling of such products if the respondent affirmatively and clearly discloses on or in immediate connection with such products their German or other foreign origin.

It is further ordered, That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which it has complied with this order.

By direction of the Commission.

[SEAL] JOE L. EVINS,
Acting Secretary.

[F. R. Doc. 41-7140; Filed, September 24, 1941; 11:30 a. m.]

TITLE 32—NATIONAL DEFENSE

CHAPTER XI—OFFICE OF PRICE ADMINISTRATION

PART 1301—MACHINE TOOLS

PRICE SCHEDULE NO. 1—SECOND-HAND MACHINE TOOLS

Price Schedule No. 1—Second-Hand Machine Tools issued February 17, 1941 is amended to read as follows:

Whereas the Office of Price Administration is charged with functions related to the maintenance of price stability and the prevention of undue price rises and price dislocations; and

Whereas in the second-hand machine tool trade, prices have risen in such fashion and to such extent since May, 1940, as compared with other basic commodities, and in particular as compared with new machine tools, as to result in price instability and dislocations injurious to the national defense; and

Whereas such price increases are not justified but represent, on the part of a few, the result of speculative activity, and withholding of sales and offers to sell in the prospect of further unwarranted price increases, amounting to profiteering and hoarding; and

Whereas the absence of any maximum price standards makes it difficult and in some cases impossible for the trade voluntarily to cooperate with the Government in maintaining price stability and in preventing excessive and speculative price increases; and

Whereas the establishment of such standards by the Government is necessary to facilitate such cooperation, and to prevent the kind of price policy which leads to a weakening of the defense effort through disastrous inflation, undue burdens upon the Government, economic dislocations, price spiraling, and profiteering, and the establishment of such standards is otherwise necessary in the public interest and in the interest of national defense; and

Whereas on the basis of information secured by independent investigation by this Office and by the Office of Production Management and information furnished through the cooperation of the trade, I find that the maximum prices set forth in Appendix A, incorporated herein as § 1301.7, constitute reasonable limitations on prices for second-hand machine tools.

Now, therefore, in order to facilitate cooperation with the Government in maintaining price stability and in preventing excessive and speculative price increases injurious to the defense program and to the public interest and welfare, it is directed that:

§ 1301.1 *Maximum prices for second-hand machine tools.* On and after March 1, 1941, prices for second-hand machine tools, exclusive of extras, shall not exceed the prices set forth in Appendix A, incorporated herein as § 1301.7 of this Schedule. No person shall sell, offer to sell, deliver or transfer, and no person shall buy, offer to buy, or accept delivery of second-hand machine tools at prices higher than those set forth in Appendix A. Lower prices may, however, be charged, demanded, paid, or offered. The price limitations set forth in Appendix A shall not be evaded by additional or extra charges for repair or reconditioning, commissions, or otherwise.*

*§§ 1301.1 to 1301.7, inclusive, issued under the authority contained in Executive Order No. 8734, 6 F.R. 1917.

§ 1301.2 *Records and reports.* Each dealer in second-hand machine tools shall file with the Office of Price Administration a report on each floor-type second-hand machine tool in his stock or purchased through him as agent, and a report on each second-hand machine tool sold or otherwise disposed of, by him or through him as agent.

(a) All reports on second-hand machine tools must be made on Form 100:1, copies of which may be had upon request to this Office. Form 100:1 may be reproduced by the dealer, or printed on the reverse side of regular stock sheets, provided that no change is made in the style and content of the report and that the report is on 8½ by 11 inch paper.

(b) Dealers shall file reports, not later than March 25, 1941, for each second-hand machine tool in stock as of March 15, 1941. A report for each second-hand machine tool added to stock after March 15, 1941, shall be filed not more than one week after the machine tool is purchased or otherwise acquired. *Failure to object to an offering price as disclosed by a report does not constitute approval of the price by this Office.*

(c) Reports for each second-hand machine tool sold or otherwise disposed of by or through a dealer after March 15, 1941, shall be filed by the dealer within one week after the transaction. Every report of sale or other disposition shall state the name and address of the purchaser. This information need be noted under item 17, Remarks, on only one of the sales reports. Requests for copies of invoices may be made by this Office at any time.

(d) When a second-hand machine tool is sold or otherwise disposed of within one week after acquisition and before the report of inventory or addition has been filed, such report of inventory or addition shall not be required. In such case, however, the report of sale or other disposition shall note that no previous report on the machine tool has been filed.

(e) For the purpose of reporting sales, the receipt of an order shall be reported as a sale. (If the order is later canceled, this Office is to be advised forthwith and the machine tool reported as added to inventory.)

(f) When a machine tool is disposed of by lease, or otherwise than by sale, a full statement of the transaction shall be made on the report.

(g) Inasmuch as prices, including commissions, may not exceed the ceiling prices, all offering or sale prices quoted in the report shall include commissions to be charged, or which have been charged, respectively.

(h) Where a dealer has acted as purchasing agent, he shall make a report on the second-hand machine tool as if it had been purchased and immediately sold by him (see paragraph (d) above), and shall report the amount paid by the purchaser, including any commission paid to him as purchasing agent.

(i) Dealers shall assign a separate inventory number to each second-hand

machine tool handled by them and shall use this number in making reports hereunder. If a machine tool is held in joint ownership, the inventory report shall be made by the dealer who has possession of the machine tool, or if none of the owners has possession of it, by the dealer in whose name the machine tool was purchased. When the machine tool is sold, the dealer in whose name the sale is made shall report the sale, referring to the inventory number previously assigned to the machine tool.

(j) All reports shall be filed in duplicate, and signed by the dealer or by an officer of the dealer.

(k) Complete records shall be preserved by dealers on all second-hand machine tools purchased, sold, or otherwise handled or dealt in after March 15, 1941.

(l) Subject to the provisions of § 1301.5 below, all information filed or received pursuant to this Price Schedule No. 1 shall be treated as confidential, except that it may be transmitted to any other agency or department of the Government.

(m) Extras may be defined as supplementary equipment furnished by the manufacturer at an added cost. Second-hand extras are subject to the same maximum price percentage that is applicable to the basic second-hand machine tool to which the extras are added. All extras must be separately listed as required in Form 100:1.*

§ 1301.3 *Definitions.* When used in this Schedule:

(a) The term "person" includes an individual, corporation, association, partnership, or other business entity;

(b) The term "dealer" means a person in the business of buying and selling second-hand machine tools as a principle or in the business of buying or selling such tools as an agent or broker;

(c) The term "machine tool" includes all machines for the cutting, abrading, shaping, forming, and joining of metals;

(d) The term "second-hand" refers to machine tools which have previously been used or purchased for use;

(e) The term "stock", referring to second-hand machine tools, includes tools which are owned by the dealer in question, or on which he has obtained an option, or for which he has secured a selling agency.

(f) The term "rebuilt and guaranteed" applies only to a machine tool which (1) has been rebuilt or is in equivalent condition to a rebuilt machine tool and is invoiced as such (a rebuilt machine is one in which worn or missing parts have been replaced or reworked, and which has been tested under power so as to prove that it has a substantially equivalent performance to that of the machine when new); (2) has been tested under power so as to prove that it has a substantially equivalent performance to that of the machine when new; and (3) carries a binding guaranty of satisfactory performance for a period of not less than 30 days from date of shipment.*

§ 1301.4 *Modification of the schedule.* Persons complaining of hardship or inequity in the operation of this Schedule may apply to the Office of Price Administration for approval of any modification thereof.*

§ 1301.5 *Enforcement of the schedule.* In the event of refusal or failure to abide by the price limitations or other provisions contained in this Schedule, this Office will make every effort to assure (a) that the Congress and the public are fully informed of the instances of such profiteering or noncooperation; and (b) that the powers of the Government are fully exerted in order to protect the public interest in the maintenance of fair prices. Persons who have evidence of the demand or receipt of prices above the limitations set forth, or of speculation, manipulation of prices or hoarding are urged to communicate with the Office of Price Administration giving as complete description of the particular machine tools as may be practicable.*

§ 1301.6 *Effective date of the schedule.* This Schedule shall become effective immediately.*

§ 1301.7 *Appendix A, maximum prices for second-hand machine tools*

[Exclusive of extras]

Classification by—		Maximum price to be formed percentage of the March 1, 1941, price of equivalent new machine tool
Date of manufacture	Condition	
		Percent
1. Jan. 1, 1936, and after.	(a) Rebuilt and guaranteed.	95
	(b) Others	75
2. Jan. 1, 1930, to Dec. 31, 1935.	(a) Rebuilt and guaranteed.	90
	(b) Others	70
3. Jan. 1, 1920, to Dec. 31, 1929.	(a) Rebuilt and guaranteed.	80
	(b) Others	60
4. Before Jan. 1, 1920	(a) Rebuilt and guaranteed.	70
	(b) Others	50

Explanatory Information

1. The date of manufacture can be determined from the serial number stamped on the machine by the manufacturer.

2. *As used above, the term "rebuilt and guaranteed" applies only to a machine tool which (1) has been rebuilt or is in equivalent condition to a rebuilt machine tool and is invoiced as such (a rebuilt machine is one in which worn or missing parts have been replaced or reworked, and which has been tested under power so as to prove that it has a substantially equivalent performance to that of the machine when new); (2) has been tested under power so as to prove that it has a substantially equivalent performance to that of the machine when new; and (3) carries a binding guaranty of satisfactory performance for a period of not less than 30 days from date of shipment.*

3. Machine tools formerly equipped with a cone drive are often now manufactured with a geared head. In such cases determine the price of an equivalent new machine tool by deducting 20 percent from the March 1, 1941 price of the new geared-head machine tool.*

Issued 17th day of February 1941. Amended this 24th day of September 1941.

LEON HENDERSON,
Administrator.

[F. R. Doc. 41-7134; Filed, September 24, 1941; 11:03 a. m.]

PART 1312—LUMBER AND LUMBER PRODUCTS

AMENDMENT TO PRICE SCHEDULE NO. 13—DOUGLAS FIR PEELER LOGS AND DOUGLAS FIR PLYWOOD

Section 1312.2 of Price Schedule No. 13[1] is hereby amended to read as follows:

§ 1312.2 *Maximum prices established for Douglas fir peeler logs.* From September 24, 1941 until October 24, 1941, regardless of the terms of any contract of sale or purchase or other commitment, no sale or delivery, or offer of sale or delivery, of Douglas fir peeler logs shall be made to manufacturers of Douglas fir plywood at a price in excess of that received by the seller for a sale or delivery of Douglas fir peeler logs of the same grade and quality from January 1, 1941 to August 1, 1941 inclusive. In the event that no sale or delivery of the same grade or quality was made by such seller during such period, the maximum price shall be the market price for the same grade and quality in the district on August 1, 1941. In the event that a manufacturer of plywood has paid a certain price, within this ceiling, to one of his log suppliers, nothing herein shall prevent such manufacturer and any other log supplier from consummating a sale between them of logs of the same grade and quality in the same district at this price. The word "district" shall mean the district as commonly recognized on August 1, 1941. (Executive Order No. 8734, 6 F.R. 1917)

Issued this 24th day of September 1941. Effective September 24, 1941.

LEON HENDERSON,
Administrator.

[F. R. Doc. 41-7133; Filed, September 24, 1941; 11:03 a. m.]

PART 1335—CHEMICALS

PRICE SCHEDULE NO. 31—ACETIC ACID

As a direct consequence of expanded economic activity induced by the national defense program the demand for acetic acid has risen sharply in the past

[1] 6 F.R. 3865.

few months. Acetic acid is essential in the manufacture of a large number of important products such as rayon yarn, film, plastics, transparent wrapping materials, lacquers, varnishes and white lead. The prices of all acetate solvents are based primarily upon the price of acetic acid.

Synthetic production of acetic acid accounts for the bulk of acetic acid consumed by this country. Most of the remainder, commonly referred to as "natural acetic acid", is produced by wood distillation at a cost often in excess of the cost of synthetic production. The tank car price of synthetic glacial acetic acid in the third quarter of 1941 was approximately 20% higher than in the second quarter. A further increase to 6½ cents per pound has recently been announced for the fourth quarter. The tank car price of natural acetic acid in terms of 100% acid content has increased in recent months from 5 cents to 7½ cents per pound and higher. Prices of other grades of acetic acid generally reflect the tank car prices for synthetic glacial and natural acetic acid in terms of 100% acid content and have increased correspondingly.

The Office of Price Administration has conferred with producers of both synthetic acetic acid and natural acetic acid. No justifiable reasons have been advanced for increasing the prices of synthetic acetic acid and natural acetic acid beyond 6¼ cents and 7¼ cents per pound respectively for tank cars. Increases in such prices would, therefore, be inflationary in character. Such inflationary movements in the prices of basic chemicals would tend to weaken the defense effort by causing dislocations, price spiraling and profiteering.

Accordingly, under the authority vested in me by Executive Order No. 8734, it is hereby directed that:

§ 1335.201 *Maximum prices for acetic acid.* On and after September 29, 1941, regardless of the terms of any contract of sale or purchase, or other commitment, no person shall sell, offer to sell, deliver or transfer, acetic acid in quantities of 3,000 pounds or more, and no person shall buy, offer to buy, or accept delivery of, acetic acid in quantities of 3,000 pounds or more from any person, at prices higher than the maximum prices set forth in Appendix A, incorporated herein as § 1335.210.*

*§§ 1335.201 to 1335.210, inclusive, issued under the authority contained in Executive Order No. 8734, 6 F.R. 1917.

§ 1335.202 *Less than maximum prices.* Lower prices than those set forth in Appendix A may be charged, demanded, paid, or offered.*

§ 1335.203 *Evasion.* The price limitations set forth in this Schedule shall not be evaded whether by direct or indirect methods in connection with a purchase, sale, delivery, or transfer, of acetic acid, or in connection with a purchase, sale, delivery or transfer, of any other material, or by way of any commission, service, transportation, or other charge, or discount, premium, or other privilege, or by tying-agreement or other trade understanding, or otherwise.*

§ 1335.204 *Records and reports.* Every person making any purchase or sale of acetic acid in quantities of 3,000 pounds or more shall keep for inspection by the Office of Price Administration for a period of not less than one year, complete and accurate records of each such purchase or sale, showing the date thereof, the name and address of the buyer or the seller, the prices paid or received, and the specifications and quantity including the size of the containers, of the acetic acid purchased or sold.

Persons affected by this Schedule shall submit such reports to the Office of Price Administration as it may. from time to time, require.*

§ 1335.205 *Affirmations of compliance.* On or before October 10, 1941, and on or before the 10th day of each month thereafter, every person who, during the preceding calendar month, has made any sale of acetic acid in quantities of 3,000 pounds or more, whether for immediate or future delivery, shall submit to the Office of Price Administration, an affirmation of compliance on Form 131.1 containing a sworn statement that during such month all such sales were made at prices in compliance with this Schedule or with any exception or modification thereof. Copies of Form 131.1 can be procured from the Office of Price Administration, or, provided that no change is made in the style and content of the Form and that it is reproduced on 8 x 10½" paper, they may be prepared by persons required to submit affirmations of compliance hereunder.*

§ 1335.206 *Enforcement.* In the event of refusal or failure to abide by the price limitations, report requirements, or other provisions of this Schedule, or in the event of any evasion or attempt to evade the price limitations or other provisions of this Schedule, the Office of Price Administration will make every effort to assure (a) that the Congress and the public are fully informed thereof, (b) that the powers of the Government are fully exerted in order to protect the public interest and the interests of those persons who comply with this Schedule, and (c) that the procurement services of the Government are requested to refrain from purchasing acetic acid from those persons who fail to conform to this Schedule. Persons who have evidence of the offer, receipt, demand or payment of prices higher than the maximum prices, or of any evasion or effort to evade the provisions hereof, or of speculation, or manipulation of prices of acetic acid or of the hoarding or accumulating of unnecessary inventories thereof, are urged to communicate with the Office of Price Administration.*

§ 1335.207 *Modification of the schedule.* Persons complaining of hardship or inequity in the operation of this Schedule may apply to the Office of Price Administration for approval of any modification thereof or exception therefrom.*

§ 1335.208 *Definitions.* When used in this Schedule, the term:

(a) "Person" means an individual, partnership, association, corporation, or other business entity.

(b) "Acetic acid" means the various grades of acetic acid listed in Appendix A hereof.*

§ 1335.209 *Effective date of the schedule.* This Schedule shall become effective September 29, 1941.*

§ 1335.210 *Appendix A, maximum prices for acetic acid*—(a) *Acetic acid in tank cars.* The following maximum prices are established for glacial acetic acid (99.5% or over), and for weaker acetic acid of commercial grade in terms of 100% acid content:

	Per hundred pounds delivered [1]
Wood origin	$7.25
Other origin	6.25

[1] Freight in excess of 32 cents per hundred pounds may be charged to buyer.

(b) *Acetic acid in containers, carload lots.* (1) The following maximum prices, f. o. b. producers' shipping points, are established for concentrations of technical and pure acetic acid, of any origin, for carload quantities, in barrels or drums:

	Per hundred pounds
Technical: [2]	
28 percent	$3.18
56 percent	5.18
70 percent	6.19
80 percent	6.91
84 percent	7.20
Glacial	8.45
Pure: [2]	
30 percent	4.23
36 percent	4.61
60 percent	7.17
80 percent	8.70
United States Pharmacopoeia	10.25
Chemically Pure	13.50

[2] Specifically designated percentages include all approximations thereof.

(2) Maximum prices, for carload quantities, in carboys and cases, are determined by adding a differential of 50 cents per hundred lbs. to the maximum prices established in subparagraph (1) of this paragraph (b).

(c) *Acetic acid in containers, less carload lots.* Maximum prices, for less than carload quantities, in the containers listed below, are determined by adding the following differentials to the maximum prices established in subparagraph 1 of paragraph (b) hereof.

	Per hundred pounds
For Barrels or drums, less carload	25 cents
For Carboys and cases, less carload	75 cents

*

Issued this 24th day of September 1941.

LEON HENDERSON,
Administrator.

[F. R. Doc. 41-7135; Filed, September 24, 1941; 11:09 a. m.]

Notices

WAR DEPARTMENT.

[Contract No. W 7006 qm–19; O. I. No. 19]

SUMMARY OF FIXED FEE CONSTRUCTION CONTRACT[1]

CONTRACTOR: A. J. RIFE CONSTRUCTION COMPANY, P. O. BOX 58, DALLAS, TEXAS

Contract for construction of: A Replacement Training Center.

Location: Camp Barkeley, Abilene, Texas.

Fixed fee: $51,700.00.

Estimated construction cost, exclusive of fixed fee: $1,985,272.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same. QM 17737 C. B. U. & A. P–99 A–0540–12.

This Contract, entered into this 25th day of July 1941.

Statement of work. The constructor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: The construction of a Replacement training Center at Camp Barkeley, Abilene, Texas, including necessary buildings, temporary structures, utilities and appurtenances thereto.

It is estimated that the construction cost of the work covered by this contract will be one million nine hundred eighty five thousand two hundred seventy two dollars ($1,985,272.00) exclusive of the Constructor's fee.

In consideration for his undertaking under this contract the Constructor shall receive the following:

(a) Reimbursement for expenditures as provided in Article II.

(b) Rental for Constructor's equipment as provided in Article II.

(c) A fixed fee in the amount of fifty one thousand seven hundred dollars ($51,700.00) which shall constitute complete compensation for the Constructor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, without notice to the sureties, if any, by a written order, issue additional instructions, require additional work or services, or direct the omission of work or services covered by this contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery equipment and supplies for which the Constructor shall be entitled to be reimbursed under Article II, shall vest in the Government.

Payments—Reimbursement for cost. The Government will currently reimburse the Constructor for expenditures made in accordance with Article II upon certification to and verification by the Contracting Officer of the original of signed payrolls, for labor, the receipted invoices for materials, and such other documents as the Contracting Officer may require. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

Rental for constructor's equipment. Rental as provided in Article II for such construction plant or parts thereof as the Constructor may own and furnish shall be paid monthly upon presentation of proper vouchers.

Payment of the fixed fee. Ninety percent (90%) of the fixed fee set out in Article I shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates submitted to and approved by the Contracting Officer.

Final payment. Upon completion of the work and its final acceptance in writing by the Contracting Officer, the Government shall pay to the Constructor the unpaid balance of the cost of the work determined under Article II hereof, and of the fee.

Termination of contract by Government. The Government may terminate this contract at any time by a notice in writing from the Contracting Officer to the Constructor.

This Contract is authorized by the following law: Public No. 139—77th Congress, Approved June 30, 1941.

FRANK W. BULLOCK,
Lieut. Col., Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41–7122; Filed, September 24, 1941; 9:56 a. m.]

[1] Approved by the Under Secretary of War August 1, 1941.

[Contract No. W 6287 qm–638; O. I. No. 29–40]

SUMMARY OF FIXED FEE CONSTRUCTION CONTRACT[1]

CONTRACTOR: M'KENZIE CONSTRUCTION COMPANY, 2800 SMITH-YOUNG TOWER, SAN ANTONIO, TEXAS

Contract for: Construction of Additions to Q. M. Depot, San Antonio.

Location: San Antonio, Texas.

Fixed fee: $29,867; additional optional fixed fee, $20,555.

Estimated construction cost exclusive of fixed fee: $942,317; additional optional construction cost: $864,820.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same. QM 12045 PL 29–77th Congress A–O 540–12.

This contract, entered into this 25th day of June, 1941.

Statement of work. The constructor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: The construction of additions to San Antonio General Depot, San Antonio, Texas, all as more generally described in Construction Authorization No. * * *, attached hereto and made a part hereof.

It is estimated that the construction cost of the work covered by this contract will be nine hundred forty-two thousand three hundred seventeen dollars ($942,317) exclusive of the Constructor's fee.

In consideration for his undertaking under this contract the Constructor shall receive the following:

(a) Reimbursement for expenditures as provided in Article II.

(b) Rental for Constructor's equipment as provided in Article II.

(c) A fixed fee in the amount of twenty-nine thousand eight hundred sixty-seven dollars ($29,867) which shall constitute complete compensation for the Constructor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, without notice to the sureties, if any, by a written order, issue additional instructions, require additional work or services, or direct the omission of work or services covered by this contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies for which the Constructor shall be entitled to be reimbursed under Article II, shall vest in the Government.

Payments—Reimbursement for cost. The Government will currently reimburse the Constructor for expenditures made in accordance with Article II upon certification to and verification by the Contracting Officer of the original of signed payrolls, for labor, the receipted invoices for materials, and such other documents as the Contracting Officer may require. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

Rental for constructor's equipment. Rental as provided in Article II for such construction plant or parts thereof as the Constructor may own and furnish shall be paid monthly upon presentation of proper vouchers.

Payment of the fixed fee. Ninety percent (90%) of the fixed fee set out in

[1] Approved by the Under Secretary of War June 27, 1941.

Article I shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates submitted to and approved by the Contracting Officer.

Final payment. Upon completion of the work and its final acceptance in writing by the Contracting Officer, the Government shall pay to the Constructor the unpaid balance of the cost of the work determined under Article II hereof, and of the fee.

Termination of contract by Government. The Government may terminate this contract at any time by a notice in writing from the Contracting Officer to the Constructor.

The performance of optional work. The Government may at its option elect to have the Contractor perform the work and services hereinafter set forth in this Article in the event the option is exercised by the Government, the Contracting Officer shall, by a written order, direct the Contractor to proceed with such work and services, and thereupon the terms and conditions of this Article shall be considered operative and in effect as part of this contract; but not otherwise:

Statement of optional work. The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: The construction of additions to San Antonio General Depot, San Antonio, Texas all as more generally described in Construction Authorization No. * * *, attached hereto and made a part hereof.

Estimated cost of optional work. It is estimated that the total cost of the optional construction work covered by this Article will be approximately eight hundred sixty-four thousand eight hundred twenty dollars ($864,820.00) exclusive of the Contractor's fee.

Fixed-fee for optional work. In consideration for his undertaking under this Article the Contractor shall receive a fixed-fee in the amount of twenty thousand five hundred fifty-five dollars ($20,555) which shall constitute complete compensation for the Contractor's services under this Article, including profit and all general overhead expenses.

Other contract provisions. It is understood and agreed that in the event this Article should become operative as provided herein, all other terms and conditions of this contract not in conflict herewith, shall remain in full force and effect.

This Contract is authorized by the following law: Public 703—76th Congress Approved July 2, 1940.

FRANK W. BULLOCK,
Lieut. Col., Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-7123; Filed, September 24, 1941; 9:56 a. m.]

[Contract No. W 6143 qm-798; O. I. No. 1550]

SUMMARY OF FIXED FEE CONSTRUCTION CONTRACT[1]

CONTRACTOR: W. R. GRIMSHAW CO., PHILTOWER BUILDING, TULSA, OKLAHOMA

Contract for construction: Motor Transport Facilities.

Location: Fort Sill, Oklahoma.

Fixed fee: $32,935.

Estimated construction cost, exclusive of fixed fee: $1,043,715.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same: QM 18031 PL 29-77 A 0540-12.

This contract, entered into this 23d day of June 1941.

Statement of work. The constructor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: Construction of Motor Transport Facilities, including necessary buildings, temporary structures, utilities and appurtenances thereto at or near Ft. Sill, Oklahoma.

It is estimated that the construction cost of the work covered by this contract will be one million, forty-three thousand, seven hundred fifteen dollars ($1,043,715) exclusive of the Constructor's fee.

In consideration for his undertaking under this contract the Constructor shall receive the following:

(a) Reimbursement for expenditures as provided in Article II.

(b) Rental for Constructor's equipment as provided in Article II.

(c) A fixed fee in the amount of thirty-two thousand, nine hundred thirty-five dollars ($32,935) which shall constitute complete compensation for the Constructor's services, including profit and all general overhead expenses.

The Contracting Officer may without notice to the sureties, if any, at any time, by a written order, issue additional instructions, require additional work or services, or direct the omission of work or services covered by this contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies for which the Constructor shall be entitled to be reimbursed under Article II, shall vest in the Government.

Payments—Reimbursement for cost. The Government will currently reimburse the Constructor for expenditures made in accordance with Article II upon certification to and verification by the Contracting Officer of the original of signed payrolls, for labor, the receipted invoices for materials, and such other documents as the Contracting Officer may require. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

Rental for Constructor's equipment. Rental as provided in Article II for such construction plant or parts thereof as the Constructor may own and furnish shall be paid monthly upon presentation of proper vouchers.

Payment of the fixed fee. Ninety percent (90%) of the fixed fee set out in Article I shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates submitted to and approved by the Contracting Officer.

Final payment. Upon completion of the work and its final acceptance in writing by the Contracting Officer, the Government shall pay to the Constructor the unpaid balance of the cost of the work determined under Article II hereof, and of the fee.

Termination of contract by Government. The Government may terminate this contract at any time by a notice in writing from the Contracting Officer to the Constructor.

This Contract is authorized by the following law: Public No. 703—76th Congress, Approved July 2, 1940.

FRANK W. BULLOCK,
Lieut. Col., Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-7124; Filed, September 24, 1941; 9:56 a. m.]

[1] Approved by the Under Secretary of War June 26, 1941.

[Contract No. W 359 eng 3682]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: H. B. ZACHRY CO. AND J. E. MORGAN AND SONS, SAN ANTONIO, TEXAS

Contract for the construction of the Flexible Gunnery School.

Place: Harlingen, Texas.

Amount: $4,238,229.00 (approximate).

This contract, entered into this 14th day of July 1941.

Statement of work. The contractor shall furnish the materials, and perform the work for the construction of the Flexible Gunnery School at Harlingen, Texas for the consideration of $4,238,229.00 (approximate) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof.

Delays—Damages. If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or

any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the contractor terminate his right to proceed with the work or such part of the work as to which there has been delay. If the Government does not terminate the right of the contractor to proceed, the contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the specifications or accompanying papers and the contractor and his sureties shall be liable for the amount thereof.

Payments to contractors. Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made and approved by the contracting officer. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

All material and work covered by partial payments made shall thereupon become the sole property of the Government.

Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor.

This contract is authorized by the act of Fifth Supplemental National Defense Appropriation Act, 1941, approved April 5, 1941.

FRANK W. BULLOCK,
Lieut. Col., Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-7125; Filed, September 24, 1941; 9:56 a. m.]

[Contract No. W 535 ac-20231; 5281]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: JACK & HEINTZ, INC., CLEVELAND, OHIO

Contract[1] for: * * * Starter Assemblies, * * *.

Amount: $7,833,800.00.

Place: Materiel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover cost of same:

AC 34 P 12-30 A 0705-12
AC 26 P 81-30 A 0705-12
AC 28 P 82-30 A 0705-12
AC 299 P 111-30 A 0021-13

[1] Approved by the Under Secretary of War August 16, 1941.

This contract, entered into this 29th day of July 1941.

Scope of this contract. The contractor shall furnish and deliver to the Government * * * Starter Assemblies, * * *, for the consideration stated seven million eight hundred thirty-three thousand eight hundred dollars in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

Option. The Government is granted the right and option at any time within * * * days after date of approval of this contract to increase the quantity or quantities of the supplies called for to any quantity set forth herein.

The Government is granted the further right and option at any time during the life of this contract to increase the quantity or quantities of the supplies called for under the terms hereof at not more than the unit prices stipulated by any amount not exceeding * * * per cent of the entire contract price stipulated, said increase to be applied as to all or any item or items at the option of the Government.

Advance payments. Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the National Defense.

Price adjustment. The contract prices stated in this contract for Starter Assemblies are subject to adjustments for changes in labor and material costs.

General. It is expressly agreed that quotas for labor will not be altered on account of delays in the completion of the Starter Assemblies.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

Title to property where partial payments are made. The title to all property upon which any partial payment is made prior to the completion of this contract shall vest in the Government.

Fire insurance. The contractor agrees to insure against fire all property in its possession upon which a partial payment is about to be made, such insurance to be in a sum at least equal to the amount of such payment plus all other partial payments, if any, theretofore made thereon, and further agrees to keep such property so insured, free of cost to the Government, until the same is delivered to the Government.

This contract authorized under the provisions of section 1 (a), Act of July 2, 1940 and sec. 9, Act of June 30, 1941.

FRANK W. BULLOCK,
Lieut. Col., Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-7126; Filed, September 24, 1941; 9:57 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. A-934]

PETITION OF THE BITUMINOUS COAL PRODUCERS BOARD FOR DISTRICT NO. 11 FOR REVISION OF THE EFFECTIVE MINIMUM PRICES FOR MINE INDEX NO. 67, DISTRICT NO. 11, BY PROVIDING REDUCTIONS IN MINE PRICES BASED UPON DIFFERENCES IN FREIGHT RATES AMONG DISTRICT NO. 11 MINES FOR SHIPMENT TO CERTAIN SPECIFIED DESTINATIONS IN MARKET AREAS 37 AND 38

ORDER GRANTING TEMPORARY RELIEF AND PROVIDING THAT FINAL DISPOSITION SHALL BE GOVERNED BY FINAL ORDER IN DOCKETS NOS. A-191 AND A-195

This proceeding in the above-entitled matter was instituted upon an original petition filed by District Board No. 11 pursuant to section 4 II (d) of the Bituminous Coal Act of 1937. Petitioner requests the issuance of temporary and final orders permitting reductions in the effective minimum prices for the coals of Mine Index No. 67, of the Eel River Mining Company, a code member in District No. 11, for shipment to 11 specified destinations in Market Areas 37 and 38,[1] to

[1] The eleven destinations are as follows: Kansas and Paris (in Market Area 37); Arcola, Chesterville, Lovington, Mt. Auburn, Newman, Sidney, Tuscola, Urbana and Villa Grove (in Market Area 38). These are hereafter referred to as the eleven destinations.

the extent necessary to offset freight rate advantages enjoyed at those destinations by other mines in District No. 11 which produce similarly classified coals.

The subject matter of this proceeding, including the relief prayed for, was previously embraced in a broader proceeding, designated as Docket No. A–195, which was instituted by District Board No. 11 on behalf of all code members in District No. 11. Docket No. A–195 was consolidated into one proceeding with Docket No. A–191, instituted on the petition of Maumee Collieries Company, an individual code member in District No. 11, in which relief analogous in nature to that sought in the above-entitled matter was also prayed. Dockets Nos. A–191 and A–195 were heard on November 7, 8, and 9, 1940. Thereafter, upon the basis of the record made at the hearing, temporary relief, of the same nature here requested, was granted in Dockets Nos. A–191 and A–195 to two code members in District No. 11 which produce coal classified and priced the same as that produced at Mine Index No. 67.

Dockets Nos. A–191 and 195 are now pending before the Director upon exceptions to the Examiner's Report.

In its original petition in the above-entitled matter, District Board No. 11 adverts to the aforesaid temporary relief previously granted in Dockets Nos. A–191 and A–195, and alleges that by virtue of this circumstance, the coals produced at Mine Index No. 67 are at a competitive disadvantage at the destinations specified in the petition, to the detriment of the fair competitive opportunities for those coals.

In view of the foregoing circumstances, it appears to the Director that a reasonable showing of necessity has been made for the extension of the temporary relief prayed for; that an adequate showing of actual or impending injury has been made in the event that such relief is not granted; and that the granting of such relief will not prejudice other persons pending final disposition of the proceedings herein.

However, in view of the direct relationship between the issue here and the broader matters involved in Dockets Nos. A–191 and A–195, the final determination of which will dispose of the same issues raised by the original petition in the above-entitled matter, the temporary relief hereinafter granted should be made subject to such final order as may hereinafter be issued in Dockets Nos. A–191 and A–195. In this way Mine Index No. 67 will be placed at a competitive parity with other mines producing similarly classified coal for shipment to the destinations specified in the original petition in the above-entitled matter, as well as the others covered by the petition in Docket No. A–195.

Now, therefore, it is ordered, That temporary relief in the above-entitled matter, pending the final disposition thereof, be granted as follows: Commencing forthwith, the effective minimum prices for Mine Index No. 67, for all shipments except truck, may be reduced in the case of shipments to Kansas and Paris (in Market Area 37) and Arcola, Chesterville, Lovington, Mt. Auburn, Newman, Sidney, Tuscola, Urbana and Villa Grove (in Market Area 38), to the extent of the difference in the published freight rate for Mine Index No. 67 and the lowest published freight rate for any mine in Price Groups 15, 16 or 17 of District No. 11, to the same destination: *Provided, however,* That such reductions shall be limited to a maximum of 50 cents: *And provided, further,* That in case of any sales made at such destinations, at reduced prices pursuant to the temporary relief herein granted, all invoices, spot orders, credit or debit memoranda, and any other documents pertaining to such sales, which are required to be filed with this Division, shall indicate the amount of the reduction so made, the amount of the lowest published freight rate from Price Groups 15, 16 and 17 to the destinations in question, and the amount of the difference between that rate and the rate from Mine Index No. 67 to the same destination.

It is further ordered, That the temporary relief herein granted shall terminate 10 days from the date of the issuance of such final order as may be issued in Dockets Nos. A–191 and A–195, and that the proceedings in the above-entitled matter shall be finally determined by such final order as may be issued in Dockets Nos. A–191 and A–195.

Notice is hereby given that applications to stay, terminate or modify the temporary relief granted in this order may be filed pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to Section 4 II (d) of the Bituminous Coal Act of 1937.

Dated: September 23, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41–7132; Filed, September 24, 1941; 11:03 a. m.]

[Dockets Nos. A–14, A–20, A–27, A–29, A–30, A–42, A–49, A–50, A–51, A–72, A–88, A–98, A–125, A–126, A–127, A–145]

PETITIONS OF THE ST. LOUIS & O'FALLON COAL COMPANY, DISTRICT BOARD NO. 11, MIDLAND ELECTRIC COAL CORPORATION, DISTRICT BOARD NO. 10, CONSOLIDATED COAL COMPANY, SAHARA COAL COMPANY AND UNITED ELECTRIC COAL COMPANIES, CONCERNING ABSORPTIONS ON SHIPMENTS OF OFF-LINE RAILROAD LOCOMOTIVE FUEL TO THE SEVERAL CARRIERS NAMED IN THE RESPECTIVE PETITIONS FILED PURSUANT TO SECTION 4, II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER CORRECTING ORDER OF DIRECTOR

The Director, on February 7, 1941, having issued a Memorandum Opinion and Order Concerning Limited Reopening of Hearing, Filing of Briefs and Other Related Matters in the Above-Entitled Proceedings;

Said Memorandum Opinion having contained the following paragraph:

On motion of the respective petitioners at the hearing, the Examiner ruled that the petition filed by Consolidated Coal Company in Docket No. A–14 should be withdrawn and that the petition filed by District Board No. 11 in Docket No. A–145 should be dismissed. I find that the Examiner's rulings were proper and, accordingly, the petition in Docket No. A–14 is deemed withdrawn, and that in Docket No. A–145 is dismissed.

It appearing that through inadvertence no order was made with reference to the withdrawal of the petition in Docket No. A–14 or the dismissal of the petition in Docket No. A–145;

Now, therefore, it is ordered, That the petition in Docket No. A–14 be and it hereby is deemed withdrawn.

It is further ordered, That the petition in Docket No. A–145 be and it hereby is dismissed.

Dated: September 23, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41–7131; Filed, September 24, 1941; 11:03 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the Act are issued under section 14 thereof and § 522.5 (b) of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective September 25, 1941.

The employment of learners under these Certificates is limited to the terms and conditions as designated opposite the employer's name. These Certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The Certificates may be cancelled in the manner provided for in the Regulations and as indicated on the Certificate. Any person aggrieved by the issuance of these Certificates may seek a review or reconsideration thereof.

NAME, AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATIONS, EXPIRATION DATE

Newton Brothers, Vernal, Utah; Wholesale manufacturing of saddles; harness, boots, cinches, saddle trees and strap work; 12 learners; 8 weeks for any one

learner; 25 cents per hour; Saddle tree woodworker, Rawhide Stitcher, Harness Maker, Cincha Maker, Boot Maker; November 11, 1941. (This certificate effective September 2, 1941, and omitted from Register of that date.)

Wolf Brothers and Company, 25 Pine Street, Red Lion, Pennsylvania; Cigar Industry; 4 learners; 8 weeks for any one learner; 75 percent of applicable minimum wage rate; Cigar Machine Operating; September 25, 1942.

Signed at Washington, D. C., this 24th day of September 1941.

MERLE D. VINCENT,
Authorized Representative of the Administrator.

[F. R. Doc. 41-7141; Filed, September 24, 1941; 11:32 a. m.]

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum wage rate applicable under section 6 of the Act are issued under section 14 thereof, Part 522 of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) and the Determination and Order or Regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591).

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R. 3748).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982).

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

The employment of learners under these Certificates is limited to the terms and conditions as to the occupations, learning periods, minimum wage rates, et cetera, specified in the Determination and Order or Regulation for the industry designated above and indicated opposite the employer's name. These Certificates become effective September 25, 1941. The Certificates may be cancelled in the manner provided in the Regulations and as indicated in the Certificates. Any person aggrieved by the issuance of any of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS AND EXPIRATION DATE

The following certificates at the rate of 75% of the applicable hourly minimum wage:

Apparel

Asher Pant Company, 10 Main Street, Fitchburg, Massachusetts; Men's Trousers, Breeches; 5 percent; September 25, 1942.

Butwin Sportswear Company, 287 East Sixth Street, St. Paul, Minnesota; Jackets; 5 learners; September 25, 1942. (This certificate replaces one issued effective April 14, 1941.)

Carmi Feature Underwear, Inc., Main Street, Grayville, Illinois; Men's & Boys' Broadcloth Shorts; 5 learners; September 25, 1942.

D. & I. Shirt Company, 85 Willow Street, New Haven, Connecticut; Men's Shirts; 10 percent; September 25, 1942. (This certificate replaces one bearing expiration date of July 7, 1942.)

Derby Underwear Company, Bowling Green, Kentucky; Men's & Boys' Woven Underwear; 150 learners; January 8, 1942.

E. & K. Manufacturing Corporation, 97 Prince Street, New York, New York; Sportswear; 5 learners; January 22, 1942.

Louis Edelstein, 831 Cherry Street, Philadelphia, Pennsylvania; Ladies' Slips, Gowns, Pajamas; 2 learners; September 25, 1942.

Grand Manufacturing Company, Spruce and Mifflin Streets, Lebanon, Pennsylvania; Children's Dresses and Blouses; 20 learners; January 22, 1942.

Green Star Manufacturing Company, Sharptown, Maryland; Men's Shorts; 9 learners; December 29, 1941.

Improved Manufacturing Company, Union Street, Ashland, Ohio; Men's & Boys' Leather, Cotton and Wool Sportswear; 5 learners; September 25, 1942.

Manchester Sportswear Manufacturing Company, Inc., No. 1 South Amoskeag Yard, Manchester, New Hampshire; Men's & Boys' Woolen Mackinaws; 26 learners; January 22, 1942.

The Manhattan Shirt Company, 60 Hill Street, Greenwich, New York; Men's Underwear, Sportswear; 5 percent; September 25, 1942.

Milady Brassiere & Corset Company, Inc., 6 East 32nd Street, New York, New York; Corsets & Brassieres; 5 learners; January 8, 1942.

Mi-Ron Dress Company, Third & Chew Streets, Allentown, Pennsylvania; Children's Dresses; 26 learners; January 22, 1942.

Monroe County Waist Company, 16 Crystal Street, East Stroudsburg, Pennsylvania; Ladies' Blouses; 10 percent; September 25, 1942.

Pittsburgh Garter Company, 131 Water Street, Pittsburgh, Pennsylvania; Suspenders and Garters; 5 learners; September 25, 1942.

Charles Rabin Company, Inc., Cor. Oak and Brd. Mt. Avenue, Frackville, Pennsylvania; Bathrobes; 5 percent; September 25, 1942.

Soo Woolen Mills, Ridge Street, Sault Ste. Marie, Michigan; Mackinaws, Hunting Coats, Stag Jackets, Cossacks, Single Pants, Breeches; 5 learners; September 25, 1942.

Southern Garments, Incorporated, 1234 S. Towers Street, Anderson, S. C.; Men's Sport Jackets, Men's Raincoats; 8 learners; January 26, 1942.

Southern Garments, Incorporated, 1234 S. Towers Street, Anderson, S. C.; Men's Sport Jackets, Men's Raincoats; 5 learners; September 25, 1942.

W. and G. Sewing Company, 829 Newark Avenue, Elizabeth, New Jersey; Children's Cotton Dresses; 10 percent; September 25, 1942. (This certificate replaces one issued bearing expiration date of October 8, 1941.)

I. Waltzman and Company, 127 East Ninth Street, Los Angeles, California; Ladies' & Children's Sportswear; 5 learners; September 25, 1942.

B. Weiss Garment Manufacturing Company, 1515 N. Seventh Street, Philadelphia, Pennsylvania; Ladies' Aprons, Children's Aprons; 2 learners, September 25, 1942.

Gloves

Fried, Ostermann Company, 1645 South Second Street, Milwaukee, Wisconsin; Leather Dress and Work Gloves; 10 percent; March 27, 1942. (This certificate replaces one bearing expiration date of March 24, 1942.)

M. Friedlander Knitting Company, 732 N. 5th Street, Milwaukee, Wisconsin; Knit Wool Gloves; 10 percent; March 25, 1942.

Mr. J. M. Lyon, Main and South Road, Worcester, New York; Leather Gloves; 5 learners; September 25, 1942.

Smart Set Glove Company, Inc., 29 Chuctanunda Street, Amsterdam, New York; Knit Fabric Gloves; 3 learners; March 25, 1942.

Hosiery

Belle Meade Hosiery Mills, Inc., 51st and Centennial Boulevard, Nashville, Tennessee; Seamless Hosiery; 5 learners; May 25, 1942.

Joseph Black and Sons Company, 1200 W. Market Street, York, Pennsylvania; Seamless Hosiery; 5 percent; September 25, 1942.

Commonwealth Hosiery Mills, Randleman, North Carolina; Seamless Hosiery; 5 percent; September 25, 1942.

Continental Hosiery Company, Dabney Road, Henderson, North Carolina; Seamless Hosiery; 5 learners; September 25, 1942.

Durham Hosiery Mills, Number Six, Durham, North Carolina; Seamless Hosiery; 5 learners; September 25, 1942.

Gehman Knitting Mill, Bally, Pennsylvania; Seamless Hosiery; 2 learners; May 12, 1942.

Graysville Hosiery Mill, 125 East Main Street, Dayton, Tennessee; Seamless Hosiery; 5 percent; September 25, 1942.

Hafer Hosiery Mills, Valley Street, Hickory, North Carolina; Seamless Hosiery; 5 percent; September 25, 1942.

Montgomery Knitting Mill, Commerce Street, Summerville, Georgia; Seamless Hosiery; 30 learners; May 25, 1942.

Morris Hosiery Mills, Denton, North Carolina; Seamless Hosiery; 5 learners; September 25, 1942.

Ray Finishing Company, 4041 Ridge Avenue, Philadelphia, Pennsylvania; Full Fashioned Hosiery; 2 learners; March 25, 1942.

Runnymede Mills, Inc., Tarboro, North Carolina; Seamless Hosiery; 5 percent; September 25, 1942.

The Vaughan Knitting Company, 2 High Street, Pottstown, Pennsylvania; Seamless Hosiery; 5 percent; September 25, 1942.

Walridge Knitting Mills, Arkansas Street, Helena, Arkansas; Seamless Hosiery; 5 learners; September 25, 1942.

Wilkes Hosiery Mills Company, North Wilkesboro, North Carolina; Seamless Hosiery; 10 percent; September 25, 1942. (This certificate replaces one issued effective October 18, 1940.)

Knitted Wear

The Atlas Underwear Company, North 10th and D Streets, Richmond, Indiana; Knitted Underwear; 5 percent; September 25, 1942. (This certificate replaces one issued to you bearing the expiration date of September 11, 1942.)

The William Carter Company, Barnesville, Georgia; Knitted Underwear; 5 percent; September 25, 1942.

Lebanon Knitting Mills, Twelfth and Walnut Streets, Lebanon, Pennsylvania; Ladies' Underwear; 5 percent; September 25, 1942. (This certificate replaces one issued effective February 24, 1941.)

Textile

Birmingham Cotton Mills, Inc., 1700 Vanderbilt Road, Birmingham, Alabama; Sheetings; 3 percent; September 25, 1942.

Birmingham Cotton Mills, Inc., 1700 Vanderbilt Road, Birmingham, Alabama; Sheetings; 6 learners; December 11, 1941.

Durham Hosiery Mills, Number Six, (Spinning), Durham, North Carolina; Yarn and Thread; 3 percent; September 25, 1942.

Goldin Brothers, 323 West 38th Street, New York, New York; Cotton Yarns and Threads; 3 learners; December 29, 1941.

Greenwood Cotton Mill, Greenwood, South Carolina; Cotton, Spun Rayon, Acetate Cloth; 10 learners; September 25, 1942.

Manetta Mills—Monroe Plant, Mill Street, Monroe, North Carolina; Cotton Bedspreads and Blankets; 3 percent; September 25, 1942.

Ninety Six Cotton Mill, Ninety Six, South Carolina; Cotton Cloth; 13 learners; September 25, 1942.

Tennessee Tufting Company, 2404 Heiman Street, Nashville, Tennessee; Chenille Rugs, Bedspreads; 15 learners; January 22, 1942.

Signed at Washington, D. C., this 24th day of September 1941.

MERLE D. VINCENT,
Authorized Representative of the Administrator.

[F. R. Doc. 41-7142; Filed, September 24, 1941; 11:32 a. m.]

NOTICE OF CHANGE OF DATE OF HEARING ON MINIMUM WAGE RECOMMENDATION OF INDUSTRY COMMITTEE NO. 28 FOR THE KNITTED AND MEN'S WOVEN UNDERWEAR AND COMMERCIAL KNITTING INDUSTRY

Notice is hereby given that:

1. The hearing on the recommendation of Industry Committee No. 28 for a minimum wage rate of 40 cents per hour in the Knitted and Men's Woven Underwear and Commercial Knitting Industry previously scheduled for September 29, 1941, will be held on October 13, 1941, at 10:00 a. m., in Room 3229, United States Department of Labor Building, Washington, D. C., before Major Robert N. Campbell of the United States Department of Labor;

2. Except as hereinabove expressly modified the notice of June 21, 1941, remains in full force and effect.

Signed at Washington, D. C., this 23d day of September, 1941.

BAIRD SNYDER III,
Acting Administrator.

[F. R. Doc. 41-7143; Filed, September 24, 1941; 11:32 a. m.]

EMPLOYMENT OF LEARNERS IN THE HAT INDUSTRY

NOTICE OF DETERMINATION

Whereas applications were made by the Berne Hat, Inc., Lilly Dache, Inc., Stylepark Hats, Inc., Texas Harvest Hat Company, and sundry other parties under section 14 of the Fair Labor Standards Act of 1938, and Regulations, Part 522, as amended (Regulations Applicable to the Employment of Learners Pursuant to Section 14 of the Fair Labor Standards Act—Title 29, Labor, Chapter V, Wage and Hour Division) issued by the Administrator thereunder for permission to employ learners in the millinery and hat industries at wages less than the applicable minimum wage specified in section 6 of the Act; and

Whereas pursuant to notice a public hearing was held on January 31 to February 2, 1940, inclusive, before Merle D. Vincent, duly authorized as presiding officer to conduct said hearing, to take testimony for the purpose of determining and to determine:

(a) What, if any, occupation or occupations in the millinery and hat industries require a learning period, and

(b) the factors which may have a bearing upon curtailment of opportunities for employment within the millinery and hat industries, and

(c) under what limitations as to wages, time, number, proportion, and length of service special certificates may be issued to employers in the millinery and hat industries for whatever occupation or occupations, if any, are found to require a learning period; and

Whereas on August 26, 1940, the Administrator issued regulations applicable to the employment of learners for the two branches of the millinery industry; and

Whereas sufficient additional evidence has been received on the above questions since the date of the said hearing to enable a finding to be made for the hat industry; and

Whereas the said Merle D. Vincent has found that "exemption for learners from the minimum wage rates now applicable to the hat industry is not necessary to prevent curtailment of opportunity for employment";

Now, therefore, notice is hereby given that there is no need for the issuance of regulations providing for the employment of learners at wage rates less than the applicable minima in the hat industry and that special learner certificates will not be issued to employers in this industry.

As used in this notice, the term hat industry means:

(a) The manufacture from any material of headwear for men or boys except caps and cloth hats.

(b) The manufacture of felt hat bodies from fur or wool for men's, boys', women's or children's hats.

(c) The manufacture or processing of hatters' furs.

Signed at Washington, D. C., this 16th day of September 1941.

PHILIP B. FLEMING,
Administrator.

[F. R. Doc. 41-7144; Filed, September 24, 1941; 11:32 a. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6005]

NOTICE RELATIVE TO THE ASSOCIATED BROADCASTERS, INCORPORATED (KSFO)

Application dated February 26, 1940, for, construction permit; class of service, broadcast; class of station, broadcast; location, San Francisco, California; operating assignment specified: Frequency, 740 kc.; power, 50 kw.[1]; hours of operation, unlimited.

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reason:

1. To determine whether the granting of this application and operation of Station KSFO on the frequency 740 kc. as proposed therein would serve public in-

[1] Directional Ant.

terest, convenience or necessity better than the operation of Station KQW on the frequency 740 kc., as now operated and as authorized in the grant on September 9, 1941, of the application (B5–P–3021) of Pacific Agricultural Foundation, Limited.

The application involved herein will not be granted by the Commission unless the issue listed above is determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issue by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

The Associated Broadcasters, Inc., Radio Station KSFO, Palace Hotel Building, 140 Jessie St., San Francisco, California.

Dated at Washington, D. C., September 22, 1941.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 41–7129; Filed, September 24, 1941; 10:35 a. m.]

FEDERAL SECURITY AGENCY.

Food and Drug Administration.

[Docket No. FDC–33]

IN THE MATTER OF A DEFINITION AND STANDARD OF IDENTITY FOR EACH OF THE FOLLOWING FOODS: MACARONI; SPAGHETTI; VERMICELLI; MACARONI PRODUCT; NOODLES, EGG NOODLES; NOODLE PRODUCT, EGG NOODLE PRODUCT, EGG MACARONI PRODUCT

POSTPONEMENT OF HEARING

It appearing that the National Macaroni Manufacturers' Association have requested a postponement of the hearing in the above entitled proceeding, showing grounds therefor, it is ordered that the public hearing announced for the purpose of receiving evidence upon the basis of which regulations may be promulgated fixing and establishing definitions and standards of identity for macaroni and the related foods named in the caption hereof, scheduled to commence on September 29, 1941 (6 F.R. 4481), be postponed so that the hearing be held commencing at 10 o'clock in the morning of October 6, 1941, in Room 1039, South Building, Independence Avenue, between 12th and 14th Streets SW., Washington, D. C.

ALANSON W. WILLCOX,
Presiding Officer.

SEPTEMBER 24, 1941.

[F. R. Doc. 41–7150; Filed, September 24, 1941; 11:51 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 812–152]

IN THE MATTER OF FEDERAL POWER & LIGHT COMPANY, HOOPER, KIMBALL & WILLIAMS, INC., AND AMERICAN ELECTRIC SHARE COMPANY

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 23rd day of September, A. D. 1941.

An application having been filed by the above named applicants under and pursuant to the provisions of section 3 (b) (2) of the Investment Company Act of 1940 for an order of this Commission declaring them to be excepted from the definition of an investment company contained in this Act or in the alternative for an order under section 6 (c) of the said Act exempting them from all of the provisions thereof;

It is ordered, That a hearing on the aforesaid application be held on October 8, 1941, at 11:00 o'clock in the forenoon of that day in the Securities and Exchange Commission Building, 1778 Pennsylvania Avenue NW., Washington, D. C. On such day the hearing room clerk in Room 1102 will advise interested parties where such hearing will be held.

It is further ordered, That Willis E. Monty, Esquire or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearing on such matter. The officer so designated to preside at such hearing is hereby authorized to exercise all the powers granted to the Commission under sections 41 and 42 (b) of the Investment Company Act of 1940 and to Trial Examiners under the Commission's Rules of Practice.

Notice of such hearing is hereby given to the above named applicants and to any other persons whose participation in such proceedings may be in the public interest or for the protection of investors.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41–7145; Filed, September 24, 1941; 11:49 a. m.]

[File No. 812–294]

IN THE MATTER OF H. K. & W. INVESTMENT CORPORATION

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 23d day of September, A. D. 1941.

An application having been filed by the above named applicant under and pursuant to the provisions of section 17 (b) of the Investment Company Act of 1940 for an order granting an exemption from the provisions of section 17 (a) (2) of said Act so as to permit the sale by the applicant of certain bonds to Federal Power & Light Company, an affiliated corporation;

It is ordered, That a hearing on the aforesaid application be held on October 8, 1941, at 10:15 o'clock in the forenoon of that day in the Securities and Exchange Commission Building, 1778 Pennsylvania Avenue NW., Washington, D. C. On such day the hearing room clerk in Room 1102 will advise interested parties where such hearing will be held.

It is further ordered, That Willis E. Monty, Esquire or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearing on such matter. The officer so designated to preside at such hearing is hereby authorized to exercise all the powers granted to the Commission under sections 41 and 42 (b) of the Investment Company Act of 1940 and to Trial Examiners under the Commission's Rules of Practice.

Notice of such hearing is hereby given to the above named applicant and to any other persons whose participation in such proceedings may be in the public interest or for the protection of investors.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41–7146; Filed, September 24, 1941; 11:49 a. m.]

[File No. 70–393]

IN THE MATTER OF NORTHERN STATES POWER COMPANY (MINN.)

ORDER PERMITTING WITHDRAWAL OF DECLARATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 23rd day of September, A. D. 1941.

Northern States Power Company of Minnesota, a registered holding company and a subsidiary company of Standard Gas and Electric Company which is a registered holding company, having filed on September 8, 1941, an application under Rule U-23 of the Public Utility Holding Company Act of 1935 and pursuant to the applicable provisions of said Act regarding acquisitions during the year 1941 and in future calendar years of unspecified electric and gas utility assets, subject to conditions stated in said application; and

Northern States Power Company of Minnesota having requested permission to withdraw said application:

It is ordered, That Northern States Power Company of Minnesota be, and it hereby is, permitted to withdraw said application.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41–7147; Filed, September 24, 1941; 11:49 a. m.]

[File No. 70-361]

IN THE MATTER OF MISSISSIPPI POWER COMPANY, THE COMMONWEALTH & SOUTHERN CORPORATION (DELAWARE)

ORDER PERMITTING DECLARATIONS TO BECOME EFFECTIVE AND GRANTING APPLICATIONS

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 23rd day of September, A. D. 1941.

The Commonwealth & Southern Corporation, a registered holding company, and Mississippi Power Company, a subsidiary company thereof, having filed applications and declarations, and amendments thereto, pursuant to sections 7, 10, and 12 of the Public Utility Holding Company Act of 1935, and Rules U-42, U-45, and U-50 promulgated thereunder, in regard to:

1. The issuance and sale by Mississippi Power Company to the successful bidder at competitive bidding of $8,927,000 principal amount First Mortgage Bonds, series due 1971, coupon rate as yet undetermined, but not to exceed 3½%;

2. Pending consummation of the issue and sale of the $8,927,000 principal amount First Mortgage Bonds or, as an alternative procedure thereto, the issuance and sale by Mississippi Power Company to the Reconstruction Finance Corporation of not more than $2,750,000 principal amount 4% First and Refunding Bonds maturing in 1951, at the principal amount thereof, such bonds to be issued and sold to the Reconstruction Finance Corporation from time to time as Mississippi Power Company requires funds for construction; any of such bonds which are issued, however, to be retired concurrently with any issuance of the new First Mortgage Bonds.

3. The making of an additional investment in the aggregate amount of $3,336,835 by The Commonwealth & Southern Corporation in the common stock of Mississippi Power Company without the issuance of additional shares by (a) a cash investment of $250,000; (b) the surrender to Mississippi Power Company, for cancellation, of $3,031,500 principal amount First and Refunding, 5% Series Bonds, due 1955 at cost to The Commonwealth & Southern Corporation of $3,020,606; and (c) the surrender to Mississippi Power Company, for cancellation, of 264 shares of $7 preferred stock and 483 shares of $6 preferred stock at aggregate cost to The Commonwealth & Southern Corporation of $66,229, being all of the bonds and preferred stock of Mississippi Power Company owned by The Commonwealth & Southern Corporation.

4. The making of various accounting entries and adjustments, as particularly described in the applications and declarations, as amended, and described in our Findings and Opinion filed herein.

Pursuant to the Commission's Rule U-50 of the General Rules and Regulations under the Act, Mississippi Power Company will publicly invite proposals for the purchase of the $8,927,000 principal amount First Mortgage Bonds, due 1971, the interest rate of said bonds to be determined in accordance with the provisions of the accepted bid.

A public hearing having been held after appropriate notice, and the Commission having considered the record in this matter and having made and filed its Findings and Opinion herein;

It is ordered, That said declarations, as amended, be and the same are hereby permitted to become effective forthwith, and that the applications, as amended, be and the same are hereby granted; subject, however, to the terms and conditions prescribed in Rule U-24 and to the following further conditions:

1. That Mississippi Power Company report to the Commission the results of the competitive bidding as required by Rule U-50 (c) and comply with such supplemental order as the Commission may enter in view of the facts disclosed thereby; jurisdiction is hereby reserved for this purpose.

2. That Mississippi Power Company file with this Commission quarterly progress reports in reasonable detail stating the amount of construction completed and the expenditures made therefor, together with a statement describing any substantial modifications or variations in the proposed construction program as set forth in the applications and declarations; the first of said reports to be filed within thirty days after the close of the year 1941 and subsequent reports to be filed within thirty days following the close of each calendar quarter thereafter.

3. That Mississippi Power Company not declare or pay any dividends (other than dividends payable solely in its common stock) or make any other distribution, by purchase of shares or otherwise, upon any shares of its common stock, except out of net income earned subsequent to December 31, 1941, and available for distribution of dividends, and unless, upon such declaration, payment or other distribution, there shall remain in earned surplus account earned subsequent to December 31, 1941, an amount equivalent to dividends for a period of two years on the then outstanding preferred stock of the Company, plus an amount equivalent to the amount by which the aggregate of the charges to income since December 31, 1941 for repairs, maintenance and depreciation and for the amortization of plant adjustment accounts shall have been less than 16% of the gross operating revenues of the Company subsequent to December 31, 1941, after deducting from such gross operating revenues the amount spent subsequent to December 31, 1941 for electric energy, gas or steam purchased by it for resale.

It is further ordered, That the issuance and sale of the $2,750,000 principal amount of 4% First and Refunding Bonds, due 1951, to the Reconstruction Finance Corporation, upon the terms and conditions particularly described in the applications and declarations and described in our Findings and Opinion filed herein, be and hereby is exempted from the provisions of Rule U-50.

Jurisdiction is reserved to pass upon the changes which will be made in the indenture dated September 1, 1925 and the supplement thereto dated August 1, 1941, pursuant to the agreement of Mississippi Power Company, as contained in the applications and declarations, in event any of the $2,750,000 principal amount bonds due 1951 (issuable under said indenture and supplement) is issued.

By the Commission.

[SEAL] FRANCIS P. BRASSOR, *Secretary.*

[F. R. Doc. 41-7148; Filed, September 24, 1941; 11:49 a. m.]

[File No. 70-360]

IN THE MATTER OF GULF POWER COMPANY AND THE COMMONWEALTH & SOUTHERN CORPORATION (DELAWARE)

ORDER PERMITTING DECLARATIONS TO BECOME EFFECTIVE AND GRANTING APPLICATIONS

At a regular session of the securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 22d day of September, A. D. 1941.

The Commonwealth & Southern Corporation, a registered holding company, and Gulf Power Company, a subsidiary company thereof, having filed applications and declarations, and amendments thereto, pursuant to sections 7, 10, and 12 of the Public Utility Holding Company Act of 1935, and Rules U-42, U-45, and U-50 promulgated thereunder, in regard to:

1. The issuance and sale by Gulf Power Company to the successful bidder at competitive bidding of $5,600,000 principal amount First Mortgage Bonds, series due 1971, coupon rate as yet undetermined, but not to exceed 3½%;

2. Pending consummation of the issue and sale of the $5,600,000 principal amount First Mortgage Bonds or, as an alternative procedure thereto, the issuance and sale by Gulf Power Company to the Reconstruction Finance Corporation of not more than $3,100,000 principal amount 4% First and Refunding Bonds maturing in 1951, at the principal amount thereof, such bonds to be issued and sold to the Reconstruction Finance Corporation from time to time as Gulf Power Company requires funds for construction; any of such bonds which are issued, however, to be retired concurrently with any issuance of the new First Mortgage Bonds.

3. The making of an additional investment in the aggregate amount of $1,995,955 by The Commonwealth & Southern Corporation in the common stock of Gulf Power Company without the issuance of additional shares by (a) a cash investment of $250,000; (b) the surrender to

Gulf Power Company, for cancellation, of $1,157,000 principal amount First and Refunding, 5% Series Bonds, due 1968 at cost to The Commonwealth & Southern Corporation of $925,600; (c) the surrender to Gulf Power Company, for cancellation, of loan indebtedness of $810,000; and (d) the surrender to Gulf Power Company, for cancellation, of 143 shares of $6 preferred stock at cost to The Commonwealth & Southern Corporation of $10,355, being all of the indebtedness, bonds and preferred stock of Gulf Power Company owned by The Commonwealth & Southern Corporation.

4. The making of various accounting entries and adjustments, as particularly described in the applications and declarations, as amended, and described in our Findings and Opinion filed herein.

Pursuant to the Commission's Rule U-50 of the General Rules and Regulations under the Act, Gulf Power Company will publicly invite proposals for the purchase of the $5,600,000 principal amount First Mortgage Bonds, due 1971, the interest rate of said bonds to be determined in accordance with the provisions of the accepted bid.

A public hearing having been held after appropriate notice, and the Commission having considered the record in this matter and having made and filed its Findings and Opinion herein;

It is ordered, That said declarations, as amended, be and the same are hereby permitted to become effective forthwith, and that the applications, as amended, be and the same are hereby granted; subject, however, to the terms and conditions prescribed in Rule U-24 and to the following further conditions:

1. That Gulf Power Company report to the Commission the results of the competitive bidding as required by Rule U-50 (c) and comply with such supplemental order as the Commission may enter in view of the facts disclosed thereby: jurisdiction is hereby reserved for this purpose.

2. That Gulf Power Company file with this Commission quarterly progress reports in reasonable detail stating the amount of construction completed and the expenditures made therefor, together with a statement describing any substantial modifications or variations in the proposed construction program as set forth in the applications and declarations; the first of said reports to be filed within thirty days after the close of the year 1941 and subsequent reports to be filed within thirty days following the close of each calendar quarter thereafter.

3. That Gulf Power Company not declare or pay any dividends (other than dividends payable solely in its common stock) or make any other distribution, by purchase of shares or otherwise, upon any shares of its common stock, except out of net income earned subsequent to December 31, 1941, and available for distribution of dividends, and unless, upon such declaration, payment or other distribution, there shall remain in earned surplus account earned subsequent to December 31, 1941, an amount equivalent to dividends for a period of three years on the then outstanding preferred stock of the Company, plus an amount equivalent to the amount by which the aggregate of the charges to income since December 31, 1941 for repairs, maintenance and depreciation and for the amortization of plant adjustment accounts shall have been less than 16% of the gross operating revenues of the Company subsequent to December 31, 1941, after deducting from such gross operating revenues the amount spent subsequent to December 31, 1941 for electric energy, gas or steam purchased by it for resale.

It is further ordered, That the issuance and sale of the $3,100,000 principal amount 4% First and Refunding Bonds, due 1951, to the Reconstruction Finance Corporation, upon the terms and conditions more particularly described in the applications and declarations and described in our Findings and Opinion filed herein, be and hereby is exempted from the provisions of Rule U-50.

Jurisdiction is reserved to pass upon the changes which will be made in the indenture of April 2, 1928 and the supplement thereto dated August 1, 1941, pursuant to the agreement of Gulf Power Company, as contained in the applications and declarations, in event any of the $3,100,000 principal amount bonds (issuable under said indenture and supplement) is issued.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-7149; Filed, September 24, 1941; 11:49 a. m.]